

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF HARNEY VIEW PARK AND ROAD ASSOCIATION**

As Amended and Restated Effective January 1, 2025

WHEREAS, in 1979 the original Declarants (Stephen P. Wertheimer and Mary Jo Wertheimer, Bernard G. Greer and Judith A.O. Greer, and James I. Holland and Randi E. Holand) were owners or were in the process of purchasing certain property in San Juan County, Washington which is legally described in Exhibit "A" attached hereto and by this reference is made a part hereof; and

WHEREAS, Declarants reserved the right to elect to sell portions of their property; and

WHEREAS, it was desirous to the Declarants that said parcels be serviced by easements for ingress and egress and utility purposes, and have the use and benefit of certain parcels of land designated as common areas; and

WHEREAS, in 1979 Declarants declared that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to certain easements, restrictions, covenants, and conditions, all of which were for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties, having or acquiring any right, title or interest in the described properties, or any part thereof, and shall endure to the benefit of each owner thereof, and shall be in addition to any covenants, conditions or restrictions imposed on individual sales by the owners thereof; and

WHEREAS, in 1979 Declarants documented, signed and recorded their declaration in the form of the Declaration of Covenants, Conditions & Restrictions, Harney View Park, recorded under San Juan County, Washington, Auditor's File No. 105333, dated January 1979 and recorded on January 16, 1979; and

WHEREAS, owners of the affected real estate subsequently supplemented and amended that Declaration of Covenants, Conditions & Restrictions through the following instruments filed in the real estate records of San Juan County, Washington:

(a) Easement Agreement recorded under San Juan County, Washington, Auditor's File No. 105809, dated February 13, 1979 and recorded on February 20, 1979;

(b) Amendment to Declaration of Covenants, Conditions and Restrictions of Harney View Park and Amendment to and Clarification of Easement Agreement, recorded under San Juan County, Washington, Auditor's File No. 107813, dated May/June 1979 and recorded on June 21, 1979;

(c) Amendment to Declaration of Covenants, Conditions and Restrictions of Harney View Park and Amendment to and Clarification of Easement Agreement, filed under San Juan County, Washington, Auditor's File No. 110835, dated May/June/November/December 1979 and recorded on January 21, 1980;

(d) First [sic] Amendment to the Declaration of Covenants, Conditions and Restrictions, Harney View Park, recorded under San Juan County, Washington,

Auditor's File No. 93188323, dated July 9, 1993 and recorded on July 14, 1993;

(e) Easement Exchange Agreement, recorded under San Juan County, Washington, Auditor's File No. 95031717, dated March 1995 and recorded on March 17, 1995;

(f) Second [sic] Amendment to the Declaration of Covenants, Conditions and Restrictions – Harney View Park, recorded under San Juan County, Washington, Auditor's File No. 96112216, dated October 15, 1996 and recorded on November 22, 1996;

(g) Third [sic] Amendment to Declaration of Covenants, Conditions and Restrictions of Harney View Park and Road Association, recorded under San Juan County, Washington, Auditor's File No. 2002 - 1105010, dated November 4, 2002 and recorded on November 5, 2002;

(h) Fourth [sic] Amendment to the Declaration of Covenants, Conditions and Restrictions of Harney View Park and Road Association, recorded under San Juan County, Washington, Auditor's File No. 2005 - 0517001, dated April 22, 2005 and recorded on May 17, 2005;

(i) Special Assessment for Middle Mile Fiber-Optic Installation Affecting Declaration of Covenants, Conditions and Restrictions of Harney View Park & Road Association, recorded under San Juan County, Washington, Auditor's File No. 2015-1118006, dated November 13, 2015 and recorded on November 18, 2015; and

(j) Fifth [sic] Amendment to the Declaration of Covenants, Conditions and Restrictions of Harney View Park and Road Association, recorded under San Juan County, Washington, Auditor's File No. 2020 – 0928047, dated October 31, 2019 and recorded on September 28, 2020.

WHEREAS, lot owners now wish to further amend the Declaration of Covenants, Conditions & Restrictions, and fully restate them as so amended, by adopting the below fully restated set of covenants, conditions and restrictions;

NOW THEREFORE, this amended and restated Declaration of Covenants, Conditions & Restriction, Harney View Park and Road Association, is adopted, effective January 1, 2025, governing the real estate legally described in Exhibit "A" attached.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Harney View Park and Road Association, Inc., a non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property in San Juan County, Washington, described in Exhibit "A" attached hereto and incorporated herein by this reference. This defines the geographic area that is subject to these CC&Rs. A sketch showing the general location of the Properties is attached hereto for reference as Exhibit "B".

Section 3. "Common Park Area" shall mean and refer to that certain real property in San Juan County, Washington, described in Exhibit "C" attached hereto and incorporated herein by this reference. Sketches showing the general location of the Common Park Area

are attached hereto for reference as Exhibit “D”.

Section 4. “Common Road Area” shall mean and refer to that certain real property in San Juan County, Washington, described in Exhibit “E” attached hereto and incorporated herein by this reference. A sketch showing the general location of the Common Road Area is attached hereto for reference as Exhibit “F”.

Section 5. “Lot” shall mean and refer to any parcel of property within that certain real property described in Exhibit “A”, with the exception of (a) the Common Park Area, and (b) the common areas owned by lawful recorded multi-lot plats within the Properties (currently the Randi’s Farm HOA common area, the Tawanda HOA common area, and the Tanselli plat common area).

Section 6. “Member” shall mean and refer to every natural person who is the ultimate beneficial owner, directly or indirectly, of one or more Lots and thereby holds membership in the Association.

Section 7. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any “Lot” which is a part of the “Properties”, except that purchasers under a real estate conditional sales contract shall be deemed the “Owner”, as against the contract seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an “Owner” as herein provided.

Section 8. “Road Assessment Lots” shall mean and refer to all of the Lots other than the Randi’s Farm/Grindstone Road Lots. Any Lot that is a Road Assessment Lot as of January 1, 2025, may not be converted to a Randi’s Farm/Grindstone Road Lot, and if any Road Assessment Lot is subdivided, the resulting Lots will also be Road Assessment Lots.

Section 9. “Randi’s Farm/Grindstone Road Lots” shall mean and refer to the Lots that either are not accessible by car using the Common Road Area, or as to which any such available Common Road Area car access involves less than 300 linear feet of the Common Road Area. As of January 1, 2025, the Randi’s Farm/Grindstone Road Lots are limited to the eight Lots in the Randi’s Farm Homeowners Association (identified by the following tax parcel numbers: 262350001000, 262350002000, 262350003000, 262350004000, 262350005000, 262350006000, 262350007000, and 262350008000), and a ninth Lot that uses Grindstone Harbor Road and Elwah Rock Road for access, identified by tax parcel number 262324004000. If any Randi’s Farm/Grindstone Road Lot is subdivided, the resulting Lots will also be Randi’s Farm/Grindstone Road Lots. However, if car access, which uses 300 linear feet or more of the Common Road Area, is added to any Randi’s Farm/Grindstone Road Lot, that Lot will cease to be a Randi’s Farm/Grindstone Road Lot and will become a Road Assessment Lot effective January 1 after the access is added.

Section 10. “Direct Road Costs” shall mean and refer to the direct costs of maintaining the driving surfaces and their substrates in the Common Road Area, and/or in the portion of the Common Park Area that is designated and/or used by the Association, from time to time, for Association road and parking purposes. This includes grading, adding gravel, ditching the road shoulders, chipsealing, cleaning the road surface, filling potholes, and maintaining or

replacing culverts under the road surface. Direct Road Costs shall not include, however, grounds maintenance such as trimming vegetation or weed control on the roadsides, or other general expenses of the Association such as insurance.

Section 11. "Original Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions & Restrictions, Harney View Park, recorded under San Juan County, Washington, Auditor's File No. 105333, dated January 1979 and recorded on January 16, 1979.

Section 12. "CC&Rs" shall mean and refer to these Covenants, Conditions and Restrictions, as amended from time to time.

ARTICLE II.
COMMON PARK AREA

The Lot Owners are the beneficiaries of a perpetual, non-exclusive easement for park and recreational purposes over and across the Common Park Area, regulated as provided in these CC&Rs.

The location and outlines of the Common Park Area are described in the definition of "Common Park Area" in Article I. Please refer to Exhibits "C" and "D" attached. The Common Park Area lies entirely within the Properties that are subject to these CC&Rs, and includes the dock located on the Common Park Area. For informational purposes, please be aware that some of the prior documentation related to these CC&Rs referred to the Common Park Area as the Recreational Easement Area or Recreational Area.

This easement over the Common Park Area is a covenant running with the land, appurtenant to each of the Lots, and in that respect it inures to the benefit of the Lot Owners' heirs, successors and assigns. The Association, and the Lot Owners as a whole, do not hold fee title to the Common Park Area. The authority of the Association over the Common Park Area, and the rights of the particular Lot Owners that do hold fee title to the Common Park Area, are addressed in a court Judgment, the relevant portions of which are attached hereto as Exhibit G.

ARTICLE III.
COMMON ROAD AREA
(NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS
AND UTILITY PURPOSES)

The Lot Owners are the beneficiaries of a perpetual, non-exclusive easement for ingress and egress and utility purposes over and across the Common Road Area, regulated as provided in these CC&Rs.

The location and outlines of the Common Road Area are described in the definition of "Common Road Area" in Article I. Please refer to Exhibits "E" and "F" attached. The Common Road Area lies entirely within the Properties that are subject to these CC&Rs.

This easement over the Common Road Area is a covenant running with the land, appurtenant to each of the Lots, and in that respect it inures to the benefit of the Lot Owners' heirs, successors and assigns. The Association, and the Lot Owners as a whole, do not hold fee title to the Common Road Area.

ARTICLE IV.
USE RESTRICTIONS

Section 1. Land Use.

- (a) Each Lawful Dwelling Unit on a Lot shall be used for single-family residential purposes only (occupancy as a residence by no more than one family in each Lawful Dwelling Unit), either permanent or recreational. "Lawful Dwelling Unit" means a structure that County regulations allow to be used as a separate residence for a separate family. Any structure used for sleeping quarters or other living purposes shall be treated as part of the principal Lawful Dwelling Unit on the Lot unless it is authorized by County regulations to be used as a separate residence for a separate family. Hosting non-family guests for no charge or reimbursement is allowed as part of single-family residential use.
- (b) Mobile homes shall not be allowed on any Lot, as a permanent or temporary structure, whether mounted on a permanent foundation or not.
- (c) Trailers, motor homes, recreational vehicles, campers and camping units shall not be used for permanent living nor rentals except that they may be used for temporary living by members of the construction crew only for a period of up to twelve months during construction of a permanent residence and provided the placement and location must be approved by the Harney View Board and the Board may impose conditions upon the placement and use of such a temporary unit. They may also be used as temporary living quarters for relatives and friends of the Lot Owner for short periods of time, not to exceed one month out of each year.
- (d) Trailers, motor homes, campers, recreational vehicles, camping units and boat trailers may be stored on a Lot, either covered or uncovered, provided that they (including covers) are completely screened from view from residences located on other Lots, and from common roads, the Common Park Area, and the shoreline.
- (e) All construction shall be of natural materials, or natural-looking materials that blend with the environment (which shall include metal roofing), and be of conventional frame, log or masonry construction. The use of fire-resistant building materials is permitted and encouraged.

Section 2. Rental Restrictions. The following restrictions shall apply to the rental or lease of any Lots or Properties, or portion thereof, the use of which is governed by the CC&Rs:

- (a) No Lots or Properties governed by the CC&Rs, or portion thereof, may be rented or

leased for the purpose of providing lodging for a time period of less than thirty consecutive days. All rentals shall be pursuant to a written rental agreement, a copy of which shall be provided to the Association prior to the commencement of the rental. A rental to a tenant who does not intend to occupy the unit for the full permissible rental period shall constitute a violation of this section.

- (b) Each owner of a rental unit who utilizes a rental agent shall notify the rental agent of these Rental Restrictions, and shall notify the Association of the name of the rental agent.
- (c) Only a Lawful Dwelling Unit may be rented for lodging purposes. No more than one Lawful Dwelling Unit on a given Lot may be rented for lodging purposes at one time. A Lawful Dwelling Unit may be rented for lodging purposes to only one family at a time.
- (d) The rental restrictions set forth herein shall be in addition to any other restrictions contained in the CC&Rs, or in the Articles, Bylaws, or Rules and Regulations of the Association, or that are imposed by County regulations.

Section 3. Building Locations & Setbacks. No building or physical structure (other than a fence) or any part thereof, including eaves and overhangs, shall be constructed, located or permitted on any Lot or subdivided portion thereof, within ten (10) feet of all boundary lines of all Lots developed or to be developed within the Properties, or within ten (10) feet of any Common Park Area boundary line or Common Road Area boundary line.

Section 4. Tree Cutting.

- (a) No Owner shall cut or destroy, or direct or allow the cutting or destruction, of any trees greater in width than twelve (12) inches at six (6) feet above ground of any kind located on a Lot at the time the Owner purchases the Lot without the prior written approval of the Board of Directors of the Association, and of San Juan County if county approval is required. Clear cutting shall generally not be allowed. Subject to County regulations, opening up a certain amount of space may be approved, as long as at least fifty percent (50%) of the natural growth is left undisturbed. Under all circumstances, a screen (15 foot wide buffer) of trees shall be left along any and all Lot lines. The foregoing notwithstanding, if a building or other physical structure (not including a fence) is constructed lawfully, and consistent with these CC&Rs, within 20 feet or less of a Lot line, the required tree buffer next to the portion of the structure that is within 20 feet of the Lot line shall be the maximum tree buffer that can reasonably be retained.
- (b) In the event an Owner cuts or destroys, or directs or allows the cutting or destruction, of any trees on a Lot without prior written approval of the Board of Directors of the Association, in violation of the prior paragraph, the Board is authorized to assess a penalty of:
 - i. TEN AND NO/100 DOLLARS (\$10) per foot of total tree height as such height is estimated by the Association, such penalty being intended to cover the cost of replacing the damaged or removed trees; or

- ii. requiring the Owner to replace each tree with two (2) trees, which replacement trees shall be an evergreen species with a height at planting of between ten (10) and twelve (12) feet.

The Board shall notify the penalized Owner in writing and shall require the Owner to pay the penalty in full and/or plant the replacement trees within a reasonable period of time from the date on which written notification is received by the Owner. If the penalized Owner either fails to plant the replacement trees or fails to pay the full prescribed penalty, the Board may plant the replacement trees and file a lien in the amount of the penalty and/or the cost of the replacement trees against the Lot(s) of the Owner.

Section 5. Protection of Common Park Area and Common Road Area.

- (a) Metal-Tracked Equipment and Vehicles. It is strictly prohibited to drive metal-tracked equipment or vehicles directly upon any chipsealed portion of the Common Road Area or Common Park Area. If it is absolutely necessary to transport a metal-tracked piece of equipment or vehicle over a chipsealed roadway, it shall either be transported on a trailer, or if that is not feasible, appropriate protective material shall first be laid on the road surface.
- (b) Damage or Construction Wear and Tear to Common Areas. An Owner or Member shall be responsible for reimbursing the Association for any damage, or Construction Wear and Tear, that is caused to the Common Park Area or Common Road Area by the Owner or Member, or by the Owner's or Member's tenants, invitees, vendors, contractors or subcontractors. "Construction Wear and Tear" refers to substantial excessive wear and tear to the road surfaces caused by trucks and/or other equipment used for a construction project. The Association may prescribe in its Bylaws a method for the Association to estimate and/or determine, and be compensated by the Owner or Member for, any such damages or Construction Wear and Tear, including through imposition of a specific assessment on the Owner's or Member's Lot(s), which will be subject to the same remedies for enforcement as other assessments imposed under these CC&Rs.

Section 6. Enforcement. In the event of any violation of the aforesaid restrictions, covenants or conditions, it shall be lawful for the Association, or any person or persons owning any of the Lots covered hereby, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, and either to prevent such person or persons from so doing or to recover damages for such violation. The undersigned shall not be obligated to enforce any of the terms of this instrument, and all instruments of conveyance signed by the undersigned shall not in any way cause the undersigned to become liable for any such breach.

ARTICLE V.
HARNEY VIEW PARK & ROAD ASSOCIATION

WHEREAS, by these CC&Rs, each Owner of a Lot has the beneficial use of the

Common Park Area and said Lots are benefited by the non-exclusive easement for ingress and egress and utility purposes as provided for by these CC&Rs; and

WHEREAS, it is necessary that a reasonable means exists of regulating the use of the Common Park Area and Common Road Area and to determine the maintenance, improvement and allocation of the expense thereof, it is hereby agreed as follows:

Section 1. Membership. Every natural person who directly or indirectly is an ultimate beneficial owner of any Lot which is subject to the easements, covenants, conditions and restrictions herein, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the easements, covenants, conditions and restrictions herein. Ownership of such Lot shall be the sole qualification.

Section 2. Voting Rights. No person shall have more than one (1) membership regardless of the number of Lots owned or being purchased. Except as provided below regarding the special rights of the Road Assessment Lots with regard to road-related matters, the interest of each Member shall be equal to that of any other Member, and no Member may acquire any interest which shall entitle them to any greater voice, vote or authority in the Association than any other Member. In the case of Lots beneficially owned jointly by two (2) or more persons, only the joint owner designated as the "Member" shall be entitled to vote. In the case of Lots owned by an entity (e.g., a corporation, LLC or trust), only the natural person who is the ultimate beneficial owner designated as the "Member" shall be entitled to vote. For avoidance of doubt, a beneficial owner, or joint beneficial owners, who own, directly or indirectly, more than one Lot may cast only one "Member" vote, regardless of the legal form(s) in which the Lots are owned.

Section 3. Members, Easements of Enjoyment. Every Member shall have a right and easements of enjoyment in and to the Common Park Area and Common Road Area and such easements shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to establish rules and regulations for the use of the Common Park Area and/or Common Road Area;
- (b) The right of the Association to charge reasonable admission or other fees for the use of any recreational facilities constructed and situated upon the Common Park Area;
- (c) The right of the Association to suspend the voting rights and right to use of the Common Park Area by a Member for any period during which any assessment against their Lot remains unpaid and for a period not to exceed one hundred eighty days (180) for any infraction of its publish rules and regulations.

Section 4. Declaration of Use. Any Member may delegate, in accordance with the Bylaws of the Association, their right of enjoyment to the Common Park Areas and facilities to the members of their family, friends and tenants.

Section 5. Covenant for Association Assessments; Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by prior or future acceptance of a deed or contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments for charges as determined by the Board of Directors for the Association consistent with these CC&Rs; and
- (b) Special assessments for capital improvements, such assessments to be affixed and collected from time to time as determined by the Board of Directors consistent with these CC&Rs.

The annual and special assessments, together with such interest thereon, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to their successors in title unless expressly assumed by them, but the assessment against the Lot shall continue until paid.

Section 6. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners.

- (a) Annual General Assessments. Annual general assessments shall be for the following purposes:
 - i. The payment of general real estate taxes for the Common Park Area, Common Road Area, or other property held by the Association;
 - ii. For the care and maintenance of the Common Park Area.
 - iii. For grounds maintenance, including vegetation trimming and weed control in the Common Park Area or on road shoulders in the Common Road Area;
 - iv. For the care and maintenance of capital improvements made on the Common Park Area, including for the care and maintenance of the dock and/or other improvements thereon;
 - v. For liability and property loss insurance for the Association, for the Common Park Area and Common Road Area, and for capital improvements made thereon, including the dock and/or other improvements thereon;
 - vi. For all other costs and expenses of administering the Association, other than Direct Road Costs.
 - vii. For all other costs and expenses promoting the recreation, health, safety and welfare of the Owners, provided that annual general assessments shall not be used to fund substantial costs (greater than 10% of the annual general assessments budget) for the reconstruction, unexpected repair or replacement of capital improvements, which should instead be funded by a special assessment.
 - viii. In all events, annual general assessments shall **not** include Direct Road Costs.

- (b) Special General Assessments. The purpose of the special general assessments shall be defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement upon the Common Park Area, including the dock and and/or other improvements thereon, and including the necessary fixtures, and personal property related thereto. In all events, special general assessments shall **not** include Direct Road Costs.
- (c) Annual Road Assessments. Annual road assessments shall be assessed only on the Road Assessment Lots, and shall be for the purpose of the care and maintenance of the Common Road Area and/or the portion of the Common Park Area that is designated and/or used by the Association, from time to time, for Association road and parking purposes. Annual road assessments shall not be used to fund substantial costs (greater than 10% of the annual road assessments budget) for the reconstruction, unexpected repair or replacement of capital improvements, which should instead be funded by a special assessment. The foregoing notwithstanding, if any portion of the Common Road Area or Common Park Area is chipsealed, either at the expense of the Association or with the approval of the Association, the Association shall establish and fund appropriate reserves to ensure the availability, without the need of special assessments, of funding for periodic renewals of the chipsealed surface as advisable, and these reserve contributions shall be included in the annual road assessments.
- (d) Special Road Assessments. Special road assessments shall be assessed only on the Road Assessment Lots, and their purpose shall be defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement upon the Common Road Area, and/or upon the portion of the Common Park Area that is designated and/or used by the Association, from time to time, for Association road and parking purposes, including the necessary fixtures, and personal property related thereto.
- (e) Maintenance of Roads and Parking in the Common Park Area. The Common Road Area does not extend into the Common Park Area, but the Association from time to time designates and/or uses parts of the Common Park Area for Association road and parking purposes. The Association's obligation to maintain the road and parking improvements in the Common Park Area is limited to the portions of those improvements that the Association deems directly and materially benefit the Association or the Owners as a whole.
- (f) Votes on Road Matters. All issues bearing on annual road assessments, special road assessments, the regulation of the Common Road Area, or the regulation of the Association road and parking areas in the Common Park Area, shall be subject to the voice and vote only of Members who own Road Assessment Lots. Notwithstanding the foregoing, all Members shall be entitled to vote on any actions that would unreasonably restrict the use of the Common Park Area for park or recreational purposes.
- (g) Right to Use Roads. All Lots shall have the same right to use the Common Road Area

to access the Common Park Area, regardless of whether the Lot is a Road Assessment Lot.

Section 7. Establishing Annual Assessments. The annual assessments shall be established by the Board of Directors of the Association consistent with these CC&Rs. The Board of Directors of the Association shall fix annually the assessments and the date or dates said assessments become due and payable.

Notice of the Board of Directors' determination regarding annual assessments shall be given in writing to all Members thirty (30) days in advance of the annual meeting. If the Board of Directors determines to modify an annual assessment after it has been established, notice of the Board of Directors' modified determination shall be given in writing to all Members thirty (30) days in advance of the special meeting called to consider the modified annual assessment.

For annual general assessments, a majority vote of the Members who are present, in person or by proxy, at any annual or special meeting called to consider an annual general assessment, at which a quorum is present, may modify or change that annual general assessment as fixed by the Board of Directors.

For annual road assessments, a majority vote of the Members who own Road Assessment Lots who are present, in person or by proxy, at any annual or special meeting called to consider an annual road assessment, at which a quorum is present, may modify or change that annual road assessment as fixed by the Board of Directors.

Section 8. Establishing Special Assessments. The special assessments shall be established by the Board of Directors of the Association consistent with these CC&Rs. The Board of Directors of the Association may fix the special assessments and the date or dates the special assessments become due or payable, provided that:

- (a) Any special general assessment shall have the assent of two-thirds (2/3) of the votes of the Members, voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, the written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- (b) Any special road assessment shall have the assent of two-thirds (2/3) of the votes of the Members who own Road Assessment Lots, voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, the written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- (c) If the Board of Directors determines to modify a special assessment after it has been established, notice of the Board of Director's modified determination shall be given in writing to all Members thirty (30) days in advance of the meeting called to consider the modification, and approval of the modification shall be subject to the rules stated above for the initial approval of the special assessment.

Section 9. Quorum for Assessment Votes. For all votes on assessments as provided for in the prior two sections, the minimum quorum shall be the presence at the meeting of Members and/or proxies entitled to cast sixty percent (60%) of the vote of all Members eligible to vote on the particular matter. For any vote to approve a special assessment, if the required quorum is not forthcoming at the initial special Members meeting, another meeting may be called subject to the notice requirements as set forth above, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 10. Rates of Assessment. Both the annual and special general assessments must be fixed at uniform rates for all Lots. Likewise, both the annual and special road assessments must be fixed at uniform rates for all Road Assessment Lots. Each year, the full annual assessment for each Lot that is not a Road Assessment Lot shall be equal to the annual general assessment for that year, while the full annual assessment for each Road Assessment Lot shall be the combined total of the annual general assessment and annual road assessment for that year. Any specific assessments imposed on particular Members pursuant to Article IV (Use Restrictions) shall not be subject to these limitations.

Section 11. General Property Taxes. The general property taxes for the Common Park Area, Common Road Area and other association-owned areas (if any) shall be assessed at an equal and uniform rate for all Lots within the properties. The county assessor and treasurer is authorized to assess each Owner individually in accordance herewith. However, in the event the county assessor or treasurer are either unwilling or unable to assess and collect said general property taxes in this manner, the Association will do so as set forth under the provisions for annual general assessments. This assessment shall be pro-rated among the Lots according to the proportion the assessed value of each Lot bears to the total assessed valuation of all Lots.

Section 12. Separate Accounting for Road Items. The Association, in its accounting records, shall maintain one set of accounts for general assessments, assets, expenses and reserves, and a separate set of accounts for road assessments, assets, expenses and reserves. The Association shall not be required to segregate funds into separate bank accounts, and may make short-term loans between accounts for cash flow management purposes.

Section 12.1. Transition Rules. The rules in this Section 12.1 shall apply to enable the transition from the pre-2025 CC&Rs to the 2025 amended CC&Rs. This entire Section 12.1 shall automatically expire, and shall be removed from these CC&Rs by the Secretary of the Association, at such time as the Secretary certifies that these transition rules have been fully implemented.

- (a) The 2025 annual assessments approved at the 2024 annual meeting are terminated. The Board of Directors shall fix modified annual assessments for 2025 that take the amended CC&Rs into account, and shall call a special meeting of the Members to consider those modified assessments.
- (b) All uncommitted funds and reserves on the books of the Association as of January 1,

2025, shall be assigned to accounts for general assessment items.

- (c) One purpose of the 2025 amendments is to facilitate the approval of chipsealing of Old Farm Road from the County road to the border of the Tawanda Homeowners Association, and of Double Cove Road from Old Farm Road to Hummingbird Lane. To that end, and notwithstanding other terms in these CC&Rs, a special road assessment for the purpose of chipsealing those portions of the Common Road Area may be approved by the assent of a majority of the votes of the Members who own Road Assessment Lots, voting in person or by proxy, at any meeting duly called for this purpose at which a quorum is present, the written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The quorum requirements of Article V, Section 9, shall apply to any such special meeting.
- (d) The 2025 amendments shall not affect the previously-approved special road and dock assessments. Those special assessments shall remain due in 2025 and 2026, in the same amounts for each Lot as originally approved, and their proceeds shall be used for the originally-designated purposes. For clarity, the previously-approved special road assessments are dedicated to rebuilding the Association's general capital reserve, from which funds were previously drawn for road purposes, so those special road assessments, as they are collected, will be deposited in the general reserve account, not the road reserve account. The previously-approved special dock assessments are dedicated to repaying a member loan to the Association, and shall be used for that purpose.

Section 13. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs and reasonable attorney fees of any action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Park Area or Common Road Area.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these CC&Rs. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. These CC&Rs may be amended by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots subject to these CC&Rs. Amendments shall take effect when they are recorded with the Auditor of San Juan County, Washington.

The foregoing notwithstanding, the portions of these CC&Rs related to annual road assessments or special road assessments, or related to the regulation, improvement and/or maintenance of the Common Road Area or of the portion of the Common Park Area that is designated and/or used by the Association, from time to time, for Association road and parking purposes, may be amended by, and only by, an instrument signed by the Owners of not less than sixty percent (60%) of the Road Assessment Lots; provided, however, that if any such amendment would impose assessments on the Randi's Farm/Grindstone Road Lots for any Direct Road Costs, the instrument must also be signed by the Owners of not less than sixty percent (60%) of the Randi's Farm/Grindstone Road Lots.

Section 4. In the event of any legal proceeding between the Association and Owner(s) of property subject to these CC&Rs, regarding the interpretation of these CC&Rs and/or the exercise of rights and powers pursuant to these CC&Rs, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action, including reasonable attorneys fees, and including those incurred on an appeal.

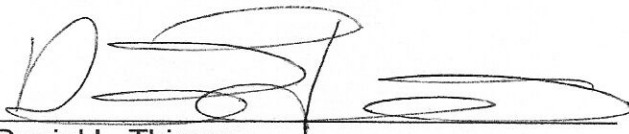
Section 5. San Juan County Superior Court Judgment #89-2-05045-6, filed on July 6, 1992, affects the interpretation of these CC&Rs. The relevant portions of that Judgment are set out in Exhibit "G", attached.

IN WITNESS WHEREOF, the Owners who have signed notarized acknowledgements of assent to the foregoing amended and restated CC&Rs have adopted the foregoing amended and restated CC&Rs, which replace and supersede the Original Declaration and all supplements and amendments thereto to date. Upon being recorded with the Auditor of San Juan County, Washington, these amended and restated CC&Rs shall be effective as of January 1, 2025, as if they had been adopted and recorded on that date.

CERTIFICATION OF ADOPTION

I, the undersigned Secretary of the Association, certify that I have received signed notarized acknowledgements assenting to the foregoing amended and restated CC&Rs from the Owners of Lots comprising at least 60% of all of the Lots, at least 60% of the Road Assessment Lots, and at least 60% of the Randi's Farm/Grindstone Road Lots. As such, I certify, pursuant to Article VI, Section 3 of the Original Declaration as in effect prior to the foregoing amendments, that the foregoing amended and restated CC&Rs shall be effective, retroactive to January 1, 2025, upon their being recorded with the Auditor of San Juan County, Washington.

More specifically, the foregoing amended and restated CC&Rs have been approved by the Owners of Lots comprising 69% of all of the Lots (27 of 39 Lots), 67% of the Road Assessment Lots (20 of 30 Lots), and 78% of the Randi's Farm/Grindstone Road Lots (7 of 9 Lots). This also represents adoption by 69% of all Members (20 of 29 Members), 67% of the Members owning Road Assessment Lots (14 of 21 Members) and 75% of the Members owning Randi's Farm/Grindstone Road Lots (6 of 8 Members).



Daniel L. Thieme
Secretary, Harney View Park and Road Association

STATE OF WASHINGTON)

) ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that **Daniel L. Thieme** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 27th 2025
at Mercer Island, WA

Dated: 2/27/25 Marissa Drulias

Printed name: Marissa Drulias
Notary Public in the state of Washington
Residing at King County, WA
My commission expires: 09/15/2025

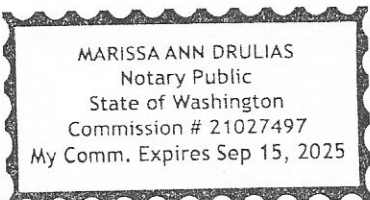


EXHIBIT "A"

LEGAL DESCRIPTION OF HARNEY VIEW PARK AND ROAD ASSOCIATION AREA

Exhibit "A" attached is a copy of, and identical to, the Exhibit "A" to that certain Declaration of Covenants, Conditions & Restrictions, Harney View Park, recorded under San Juan County, Washington, Auditor's File No. 105333, dated January 1979 and recorded on January 16, 1979.

13001 7/2/1919 23-36-2W

EXHIBIT "A"

Government Lots 5, 6 and the south half of the northeast quarter of Section 22, Township 36 North, Range 2 West, W.M., in San Juan County, Washington; EXCEPT the north 460 feet of the south half of the northeast quarter of said section; and

EXCEPT the west 720 feet of the south 200 feet of the north half of the south half of the northeast quarter of said section;

TOGETHER WITH tidelands of the second class adjoining portions of Lots 5 and 6, described as follows:

In front of that part of Lot 6, Section 22, Township 36 North, Range 2 West, W.M., in said County, measured along meander line as follows: Beginning at the meander corner to fractional Sections 22 and 23, Township 36 North, Range 2 West, W.M., and running thence north 69 3/4° west, 9.95 chains to the true point of beginning of this description; thence running north 33 3/4° west, 3.46 chains south 58 1/2° west, 8.24 chains and south 40° east, 5.80 chains to the terminal point of this description, with a frontage of 17.50 lineal chains; also

In front of that part of Lot 5, Section 22, Township 36 North, Range 2 West, W.M., measured along the meander line as follows:

Beginning at the meander corner to fractional Sections 22 and 23, Township 36 North, Range 2 West, W.M., and running thence north 69 3/4° west, 9.95 chains; north 33 3/4° west, 3.46 chains; south 58 1/2° west, 9.95 chains; north 33 3/4° west, 3.46 chains; south 58 1/2° west, 8.24 chains; south 40° east, 5.80 chains; south 1 1/2° east, 2.80 chains; south 40° east, 5.80 chains; south 1 1/2° east, 2.80 chains; south 35 1/2° west, 3.45 chains; north 73 3/4° west, 5.10 chains; north 31 1/2° west, 0.73 chains and north 12° west, 2.70 chains to the true point of beginning of this description; thence running north 15 1/4° east, 4.73 chains to the terminal point of this description, with a frontage of 4.73 lineal chains; also

Government Lots 1, 2 and 3 and that portion of the northwest quarter lying southerly of the County Road in Section 23, Township 36 North, Range 2 West, W.M., in San Juan County, Washington;

EXCEPTING therefrom that portion thereof lying south and east of the following described line:

Beginning at the center of Section 23, and running north 528 feet; thence west 1197.7 feet; thence south 45° east 1740 feet, more or less, to the line of ordinary high tide; and

EXCEPT the north 460 feet of the west 550 feet of the southwest quarter of the northwest quarter of Section 23, and

EXCEPT the west 550 feet of that portion of the northwest quarter of the northwest quarter of Section 23 lying south of the county road.

Filed for Record at the Request

of ISLAND TITLE COMPANY

JAN 16 1919 A.D. 19

at 46 min. past 3 and recorded in vol. 48 of

Official Records, page 233/241

HENRY R. BYERS, AUDITOR

SAN JUAN COUNTY, WA

DEPUTY

105333

OFFICIAL RECORD

48 PAGE 241

EXHIBIT "C"
LEGAL DESCRIPTION OF COMMON PARK AREA

Exhibit "C" attached sets out the legal description of the Common Park Area, and is made up of the following:

(a) Exhibit "C.1" attached, which is a copy of, and identical to, the Exhibit "A" in that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Harney View Park and Amendment to and Clarification of Easement Agreement, filed under San Juan County, Washington, Auditor's File No. 110835, dated May/June/November/December 1979 and recorded on January 21, 1980.

(b) Exhibit "C.2" attached, which is a copy of, and identical to, the Exhibit "C" in that certain Easement Exchange Agreement, recorded under San Juan County, Washington, Auditor's File No. 95031717, dated March 1995 and recorded on March 17, 1995, and which describes an exclusion and relinquishment from the Common Park Area.

(c) Exhibit "C.3" attached, which is a copy of, and identical to, the Exhibit "D" in that certain Easement Exchange Agreement, recorded under San Juan County, Washington, Auditor's File No. 95031717, dated March 1995 and recorded on March 17, 1995, and which describes an addition to the Common Park Area.

Thus, the legal description of the Common Park Area is the area described in Exhibit "C.1", minus the area described in Exhibit "C.2", and plus the area described in Exhibit "C.3."

Exhibit C.1

Exhibit A to Amendment to Declaration of Covenants, Conditions and Restrictions
of Harney View Park and Amendment to and Clarification of
Easement Agreement

110835

LEGAL DESCRIPTION

COMMUNITY BEACH EASEMENT

A non-exclusive easement for recreational purposes over and across a parcel of land located in Government Lots 5 and 6, Section 22, Township 36 North, Range 2 West, W.M., San Juan County, Washington, described as follows:

Commencing at the Northeast corner of the West 1,094 feet of said Government Lot 5; thence South $1^{\circ}48'16''$ West, along the East line of said West 1,094 feet, 226.79 feet to the centerline of a 60-foot-wide access and utility easement and the Point of Beginning; thence in an Easterly direction along said centerline on a 200-foot radius curve to the right, with a central angle of $7^{\circ}59'28''$, an arc distance of 27.89 feet; thence along said centerline South $71^{\circ}29'44''$ East, 123.99 feet; thence along said centerline on a 200-foot radius, to the left, an arc distance of 53.38 feet; thence along said centerline South $86^{\circ}47'17''$ East, 36.94 feet; thence leaving said centerline South $32^{\circ}03'53''$ East, 55.24 feet to an iron pipe; thence continuing South $32^{\circ}03'53''$ East, 284.13 feet to an iron pipe, designated iron pipe "A" for reference purposes; thence continuing South $32^{\circ}03'53''$ East, 42 feet, more or less, to the line of ordinary high tide at Harney Channel; thence Southwesterly along said line of ordinary high tide to a point which bears North $42^{\circ}56'49''$ East from an iron pipe designated as iron pipe "B" for reference purposes; thence South $42^{\circ}56'49''$ West, 10 feet, more or less, to said iron pipe "B", from which said iron pipe "A" bears North $17^{\circ}49'31''$ East, 331.47 feet distant; thence from said iron pipe "B", North $47^{\circ}03'11''$ West, 126.92 feet to an iron pipe designated iron pipe "C" for reference purposes; thence continuing North $47^{\circ}03'11''$ West, 4 feet, more or less, to the line of ordinary high tide at Harney Channel; thence Northwesterly along said line of ordinary high tide to a point which bears South $1^{\circ}48'16''$ West from an iron pipe designated iron pipe "D" for reference purposes; thence North $1^{\circ}48'16''$ East, 57 feet, more or less, to said iron pipe "D" from which said iron pipe "C" bears South $43^{\circ}31'48''$ East, 413.85 feet distant; thence continuing from said iron pipe "D", North $1^{\circ}48'16''$ East, 161.07 feet to an iron pipe; thence South $88^{\circ}19'14''$ East, 56.84 feet to an iron pipe on the East line of said West 1,094 feet; thence North $1^{\circ}48'16''$ East, along the East line of said West 1,094 feet, 85.39 feet to an iron pipe on the South margin of said access and utility easement; thence continuing North $1^{\circ}48'16''$ East, 30.41 feet to the centerline of said access and utility easement and the point of beginning.

TOGETHER WITH the use of that certain existing dock located on said parcel and on those certain second class tidelands according to deeds recorded in Volume 10, page 46 and Volume 12, page 9, records of the State of Washington, Olympia, Washington, AND

TOGETHER WITH the use of said tidelands abutting the above-described parcel.

110835

"Beginning at aforementioned Point "A" (for reference purposes); thence South 1°36'37" West, 467.60 feet; thence on a 100-foot radius curve to the left, an arc distance of 161.70 feet; thence North 88°57'47" East, 312.60 feet; thence on a 191.51-foot radius curve to the left, with a central angle of 17°35'02", an arc distance of 58.77 feet to a point designated Point "C" for reference purposes;

"Continuing with a 30-foot-wide non-exclusive easement for access and utilities over, under and across portions of said West Half of Section 23, and lying 15 feet on each side of the following described line:

"Beginning at aforementioned Point "C" (for reference purposes); thence North 71°22'46" East, 425.72 feet to a point on the West line of the East 1,198.8 feet of said West Half of Section 23."

The parties hereto expressly releasing and reconveying any and all rights contained and granted by the incorrect grant of easement and description in the final paragraph of page 2 of Exhibit "A" to instrument recorded under Auditor's File No. 105809, San Juan County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

Stephen P. Wertheimer
Stephen P. Wertheimer

Matthew Pratt
Matthew Pratt

Mary Jo Wertheimer
Mary Jo Wertheimer

Polly Pratt
Polly Pratt

James I. Holland
James I. Holland

Robert H. Emery
Robert H. Emery

Randi E. Holland
Randi E. Holland

Ann T. Emery
Ann T. Emery

Bernard G. Greer
Bernard G. Greer

Joseph J. Valencic
Joseph J. Valencic

Judith A. O. Greer
Judith A. O. Greer

Robin N. Valencic
Robin N. Valencic

James Douglas Ross
James Douglas Ross

James F. Buono, Jr.
James F. Buono, Jr.

Jarice Brody
Jarice Brody

Nancy Buono
Nancy Buono

Peter Geler
Peter Geler

Pacific National Bank of Washington

Charles Greaves
Charles Greaves

By [Signature]
Its VICE PRESIDENT

By [Signature]
Its ASST. VICE PRESIDENT

OFFICIAL RECORD VOL 62 PAGE 642

Proposed Easement Subtraction

Legal Description for:
Community Beach Easement Relinquishment Area

b

on-exclusive easement for recreational purposes over and across a parcel of land located in
Remment Lot 5, Section 22, Township 36 North, Range 2 West, W. M., San Juan County,
Washington, described as follows:

beginning at the Northeast corner of the West 1,094 feet of said Government Lot 5; thence South
8.16' West, along the East line of said West 1,094 feet, 226.79 feet to the centerline of a 60-foot
easement and utility easement; thence continuing South 1'48.16" West, 30.41 feet to an iron pipe
the South margin of said easement and utility easement; thence continue South 1'48.16" West, along
East line of said West 1,094 feet, 85.39 feet to an iron pipe; thence North 88°19'14" West, 44.78
feet to the point of beginning; thence continue North 88°19'14" West, 12.06 feet to a line which bears
North 1'48.16" East from an iron pipe designated as Iron Pipe "D" described on Page 641 in Volume
of Official Records titled "LEGAL DESCRIPTION - COMMUNITY BEACH EASEMENT", filed
with Auditor's File Number 110835, records of San Juan County, Washington; thence South
18.16" West, 161.07 feet to said Iron Pipe "D"; thence South 88°11'48" East, 11.68 feet; thence
North 1'48.16" East, 161.10 feet to the point of beginning.

State in San Juan County, Washington.

EXHIBIT C.3

Proposed Easement

Legal Description for:
Community Beach Easement Creation Area

A non-exclusive easement for recreational purposes over and across a parcel of land located in Government Lot 5, Section 22, Township 36 North, Range 2 West, W. M., San Juan County, Washington, described as follows:

Commencing at the Northeast corner of the West 1,094 feet of said Government Lot 5; thence South 1°48'16" West, along the East line of said West 1,094 feet, 226.79 feet to the centerline of a 60-foot wide access and utility easement; thence continuing South 1°48'16" West, 30.41 feet to an iron pipe on the South margin of said access and utility easement being the point of beginning; thence continue South 1°48'16" West, along the East line of said West 1,094 feet, 85.39 feet to an iron pipe; thence North 88°19'14" West, 44.78 feet; thence North 29°27'08" West, 96.51 feet to the point of beginning.

Situate in San Juan County, Washington.

EXHIBIT "D.1"

SKETCH OF COMMON PARK AREA

General location and outlines of the Common Park Area.

Harney View Park

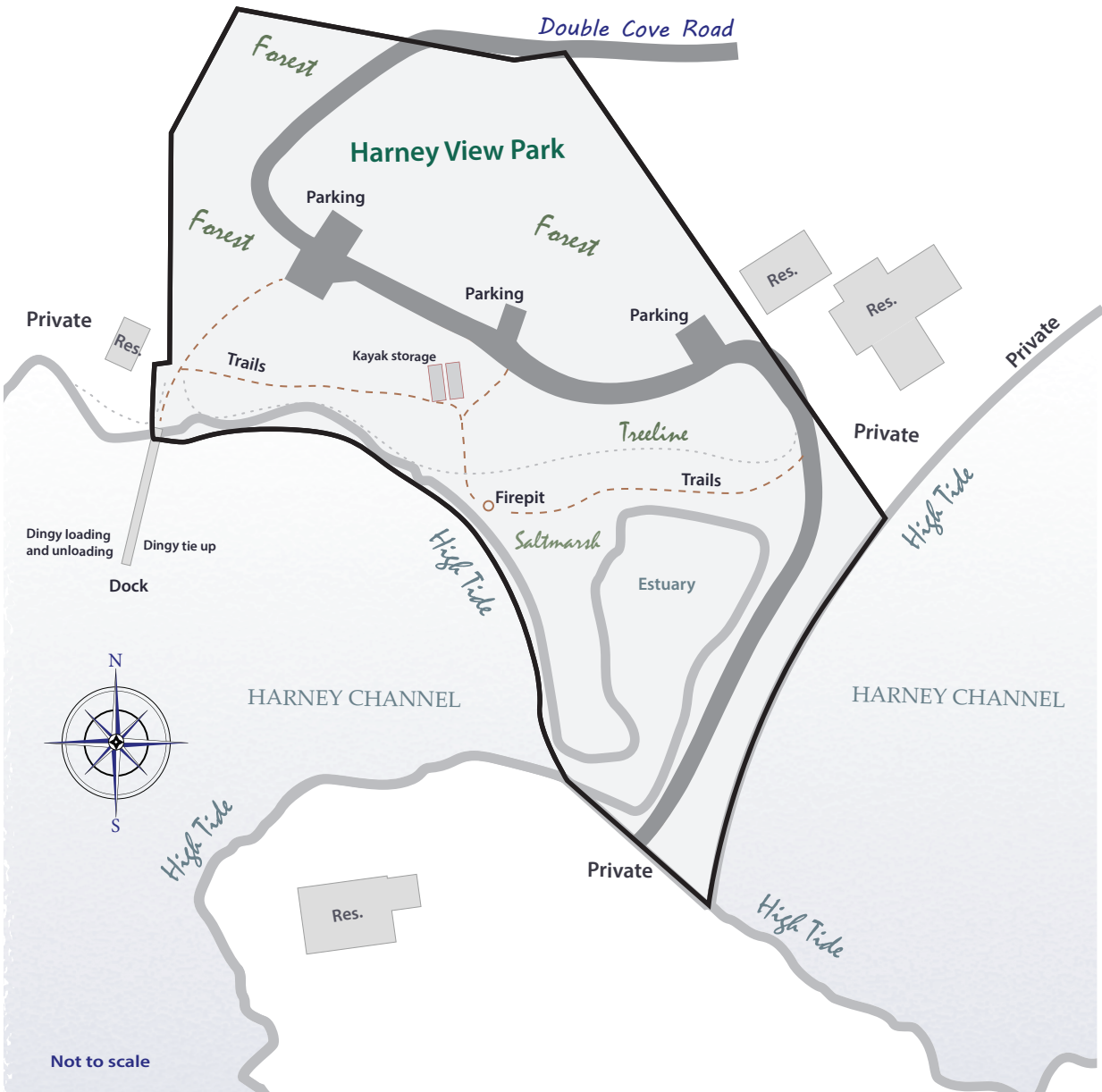


EXHIBIT "D.2"
SKETCH OF COMMON PARK AREA

Sketch showing how the 1995 Easement and Exchange Agreement changed the outlines of the western portion of the Common Park Area. Exhibit "D.2" attached is a copy of, and identical to, the Exhibit "B" in that certain Easement Exchange Agreement, recorded under San Juan County, Washington, Auditor's File No. 95031717, dated March 1995 and recorded on March 17, 1995.

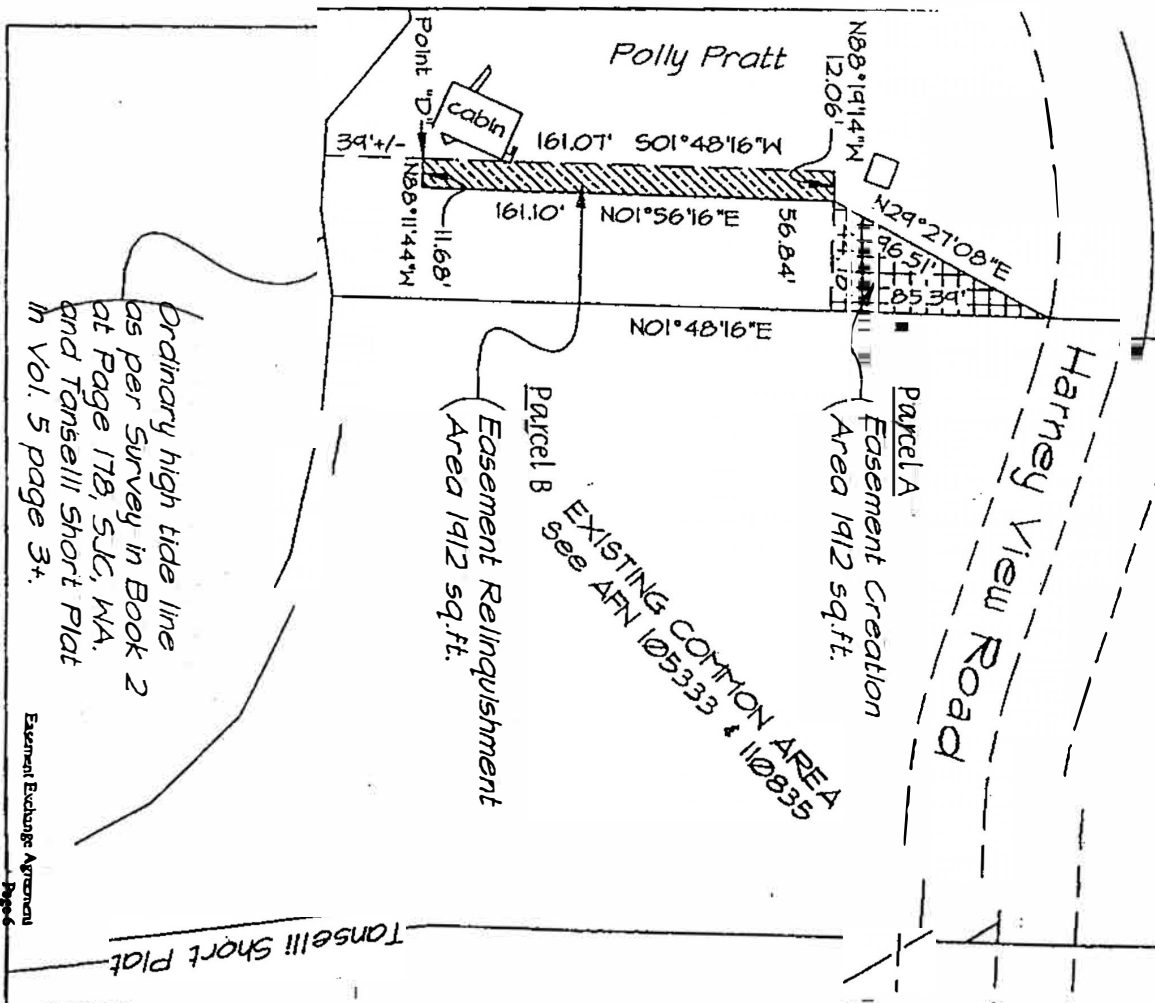
Exhibit D.2

95031717

Exhibit "B"

Easement Exchange Drawing

Scale 1" = 50'



Ordinary high tide line
as per Survey in Book 2
at Page 178, 546, WA,
and Tansell Short Plat
in Vol. 5 page 3+.

EXHIBIT "E"
LEGAL DESCRIPTION OF COMMON ROAD AREA

Set out below is the legal description of the Common Road Area. The text below is identical to the text in Exhibit "A" to the Easement Agreement recorded under San Juan County, Washington, Auditor's File No. 105809, dated February 13, 1979 and recorded on February 20, 1979, as that text was amended by the Amendment to Declaration of Covenants, Conditions and Restrictions of Harney View Park and Amendment to and Clarification of Easement Agreement, filed under San Juan County, Washington, Auditor's File No. 110835, dated May/June/November/December 1979 and recorded on January 21, 1980. The text below that is in brackets has been added for reference purposes only, and is not a part of the legal description.

LEGAL DESCRIPTION

A 60-foot-wide non-exclusive easement for access and utilities over, under and across portions of the West Half of Section 23 and the East Half of Section 22, all of Township 36 North, Range 2 West, W.M., San Juan County, Washington, and lying 30 feet on each side of the following described line:

**[Old Farm Road From the County Road to Double Cove Road]
[Point "A" is a point on Old Farm Road just north of Double Cove Road]**

Beginning in said Section 23 at a point on the South margin of the Killebrew Lake County Road No. 42 right-of-way per deed recorded under said County Auditor's File No. 75648, from which point the section corner common to said Sections 23 and 22 and Sections 14 and 15 bears North 38°45'30" West, 905.03 feet distant; thence South 22°01'08" East, 168.21 feet; thence on a 100-foot radius curve to the right, an arc distance of 95.28 feet; thence South 32°34'29" West, 76.26 feet; thence on a 200-foot radius curve to the left, an arc distance of 108.09 feet; thence South 1°36'37" West, 624.64 feet to a point designated Point "A" for reference purposes;

**[Double Cove Road From Old Farm Road to Mossywoods Lane]
[Point "B" is a point on Double Cove Road just east of Mossywoods Lane]**

thence on a 100-foot radius curve to the right, an arc distant of 157.83 feet; thence North 87°57'37" West, parallel with the North line of the Southwest Quarter of the Northwest Quarter of said Section 23, 479.26 feet to a point on the section line common to said Sections 23 and 22, from which point the section corner common to said Sections 23 and 22 and Sections 14 and 15 bears North 1°36'37" East, 1,824.50 feet distant: thence in said Section 22, North 88°19'14" West, parallel with the North line of the Southeast Quarter of the Northeast Quarter of said Section 22, 299.46 feet; thence on a 300-foot radius curve to the left, an arc distance of 149.22 feet; thence South 63°10'49" West, 23.77 feet to a point designated Point "B" for reference purposes;

**[Double Cove Road from Mossywoods Lane to Woodfern Lane]
[And Continuing as Woodfern Lane]
[Association easement ends at east lot line of tax parcel 262242002000]**

thence on a 100-foot radius curve to the left, an arc distance of 110.58 feet; thence South 0°10'41" East, 122.88 feet; thence South 7°50'10" East, 206.16 feet; thence on a 200-foot radius curve to the right, an arc distance of 180.56 feet; thence South 43°53'30" West, 307.35 feet; thence South 57°38'03" West, 232.79 feet; thence South 66°51'43" West, 266.68 feet; thence on a 200-foot radius curve to the right, an arc distance of 91.98 feet; thence North 86°47'17" West, 124.62 feet; thence on a 200-foot radius curve to the right, an arc distance of 53.38 feet; thence North 71°29'44" West, 123.99 feet; thence on a 200-foot radius curve to the left, with a central angle of 24°34'33", and an arc distance of 27.89 feet to a point on the East line of the West 1,094 feet of Government Lot 5, said Section 22, from which point the Northeast corner of the West 1,094 feet of said Government Lot 5 bears North 1°48'16" East, 226.79 feet distant.

Thence continuing on said 200-foot radius curve to the left, an arc distance of 57.89 feet; Thence South 83°55'43" West, 24.46 feet; Thence on a 200-foot radius curve to the left, an arc distance of 97.81 feet; Thence South 55°54'33" West, 35.93 feet; Thence on a 200 foot radius curve to the right, an arc distance of 87.53 feet; Thence South 80°59'03" West, 238.64 feet to a point on the East line of the West 579 feet of said Government Lot 5, from which point the Northeast corner of the West 579 feet of said Government Lot 5 bears, North 1°46'16" East, 366.48 feet distant.

**[Mossywoods Lane from Double Cove Road]
[Point "B" is a point on Double Cove Road just east of Mossywoods Lane]
[Association easement ends at the east lot line of tax parcel 262213002000]**

Continuing with a 60-foot-wide non-exclusive easement for access and utilities over, under and across portions of the said East Half of Section 22, and lying 30 feet on each side of the following described line:

Beginning at aforementioned Point "B" (for reference purposes); thence South 63°10'49" West, 254.45 feet; thence on a 100-foot radius curve to the right, an arc distance of 84.73 feet; thence North 68°16'18" West, 34.01 feet; thence on a 200-foot radius curve to the left, an arc distance of 66.69 feet; thence North 87°22'39" West, 121.16 feet; thence on a 200-foot radius curve to the left, an arc distance of 190.26 feet; thence South 38°07'01" West, 283.73 feet; thence on a 200-foot radius curve to the right, an arc distance of 128.75 feet; thence South 75°00'00" West, 100.27 feet; thence on a 100-foot radius curve to the right, an arc distance of 60.58 feet to a point on the East line of the West 1,094 feet of the Southwest Quarter of the Northeast Quarter of said Section 22, from which point the Southeast corner of the West 1,094 feet of said Southwest Quarter of the Northeast Quarter (and the Northeast corner of the West 1,094 feet of said Government Lot 5) bears South 1°48'16" West, 280.19 feet distant; thence continuing on said 100-foot radius curve to the right, an arc distance of

34.83 feet; thence North 50°20'12" West, 111.91 feet; thence on a 200-foot radius curve to the left, an arc distance of 116.95 feet; thence North 83°50'24" West, 148.51 feet; thence on a 100-foot radius curve to the right, an arc distance of 47.98 feet; thence North 56°21'01" West, 15.22 feet; thence on a 100-foot radius curve to the left, an arc distance of 71.03 feet; thence South 82°57'01" West, 14.30 feet to a point on the East line of the West 579 feet of said Southwest Quarter of the Northeast Quarter; from which point the Southeast corner of the West 579 feet of said Southwest Quarter of the Northeast Quarter (and the Northeast corner of the West 579 feet of said Government Lot 5) bears South 1°48'16" West, 451.95 feet distant.

**[Old Farm Road from Double Cove Road to the Tawanda Subdivision]
[Point "A" is a point on Old Farm Road just north of Double Cove Road]
[Association easement ends near the southwest corner of tax parcel 262351001000]**

Continuing with a 60-foot-wide non-exclusive easement for access and utilities over, under and across portions of the said West Half of Section 23, and lying 30 feet on each side of the following described line:

Beginning at aforementioned Point "A" (for reference purposes); thence South 1°36'37" West, 467.60 feet; thence on a 100-foot radius curve to the left, an arc distance of 161.70 feet; thence North 88°57'47" East, 312.60 feet; thence on a 100-foot radius curve to the right, an arc distance of 57.60 feet; thence South 58°02'13" East, 42.50 feet; thence on a 200-foot radius curve to the right, an arc distance of 131.60 feet; thence South 20°20'16" East, 3.55 feet; thence on a 200-foot radius curve to the left, an arc distance of 95.61 feet; thence South 47°43'45" East, 97.83 feet; thence on a 200-foot radius curve to the left, an arc distance of 53.76 feet; thence South 63°07'52" East, 16.92 feet; thence on a 150-foot radius curve to the right, an arc distance of 143.99 feet; thence South 8°07'52" East, 39.62 feet to a point on the West line of the East 1,198.80 feet of Government Lot 2, said Section 23, from which point the North line of said Government Lot 2 bears North 1°31'19" East, 67.32 feet distant.

[Additional Easement from Old Farm Road to Tawanda Lot No. 1, Not In Use As a Road]

Continuing with a 60-foot-wide non-exclusive easement for access and utilities over, under and across portions of the said West Half of Section 23, and lying 30 feet on each side of the following described line:

Beginning at aforementioned Point "A" (for reference purposes); thence South 1°36'37" West, 467.60 feet; thence on a 100-foot radius curve to the left, an arc distance of 161.70 feet; thence North 88°57'47" East, 312.60 feet; thence on a 191.51-foot radius curve to the left, with a central angle of 17°35'02", an arc distance of 58.77 feet to a point designated Point "C" for reference purposes;

Continuing with a 30-foot-wide non-exclusive easement for access and utilities over, under and across portions of said West Half of Section 23, and lying 15 feet on each side of the

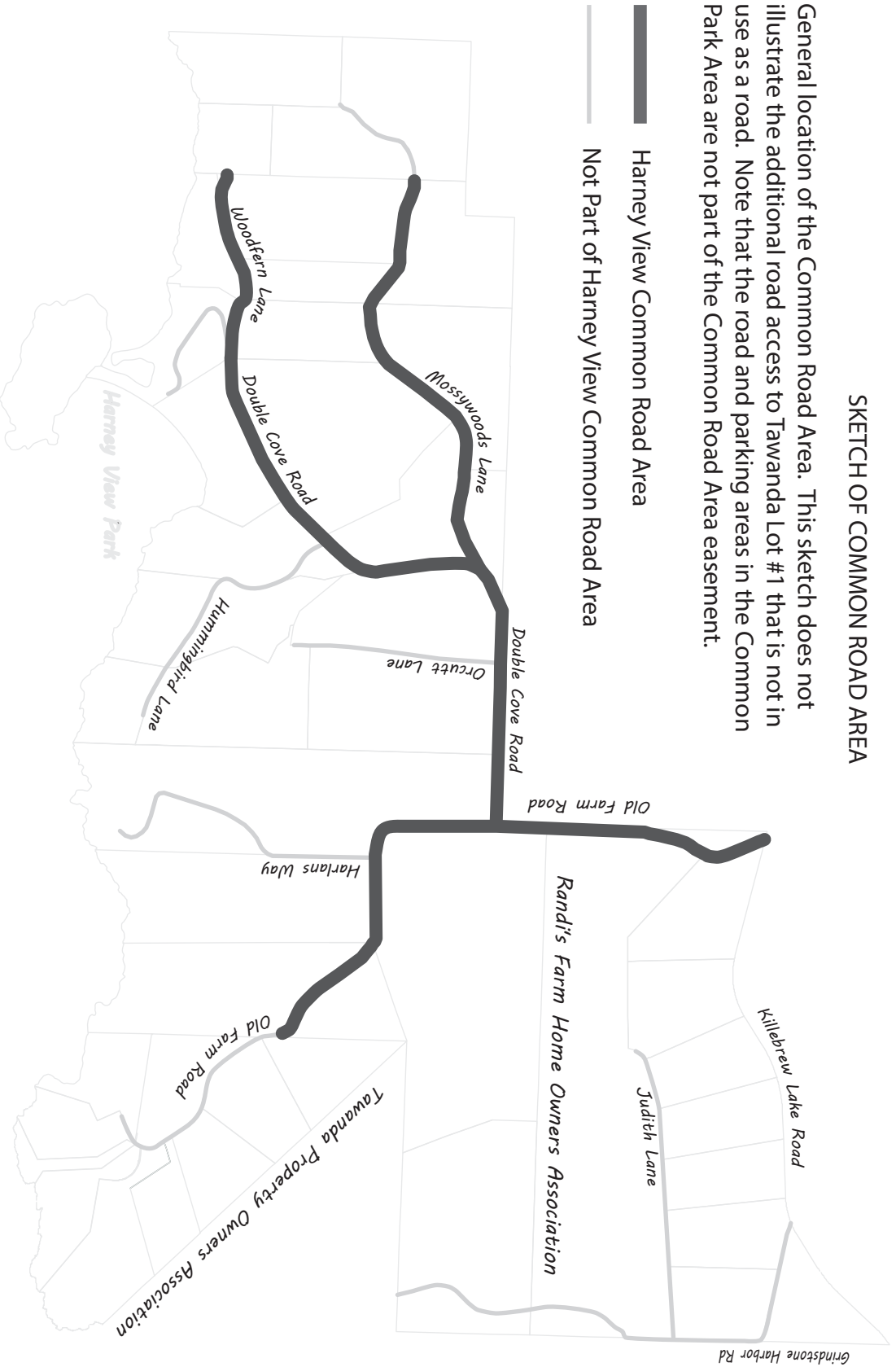
following described line:

Beginning at aforementioned Point "C" (for reference purposes); thence North 71°22'46" East, 425.72 feet to a point on the West line of the East 1,198.8 feet of said West Half of Section 23.

EXHIBIT "F"

SKETCH OF COMMON ROAD AREA

General location of the Common Road Area. This sketch does not illustrate the additional road access to Tawanda Lot #1 that is not in use as a road. Note that the road and parking areas in the Common Park Area are not part of the Common Road Area easement.



Not to scale

EXHIBIT G
RELEVANT PORTIONS OF
SAN JUAN COUNTY SUPERIOR COURT JUDGMENT #89-2-05045-6
FILED ON JULY 6, 1992

1. Harney View Park and Road Association (the "Association") has the sole right to regulate and control the use and maintenance of the Recreational Easement Area. [As used in the Judgment, the "Recreational Easement Area" had the same meaning as the "Common Park Area" as defined in the CC&Rs.]

Specifically, the Association, for and on behalf of itself and its members who own property within the real property described on Exhibit A to this Judgment [that is, within the Properties that are subject to the CC&Rs to which this Exhibit is attached], is hereby declared to have the sole right to regulate and control the use and maintenance of the Recreational Easement Area (also referred to as the Common Park Area) legally described on Exhibit B to this Judgment which is located in part on, and burdens in part, the property of defendant Tanselli legally described on Exhibit C attached hereto, the property of defendants Pratt legally described on Exhibit D attached hereto, and the property of Bloxom legally described on Exhibit E attached hereto.

The property of defendants Tanselli, Pratt and Bloxom legally described on Exhibits C, D and E attached hereto, are subject to such Recreational Easement and such rights of the Association.

2. The Recreational Easement Area shall be restricted to park and recreational use only.
3. The Association has the sole right to determine within its discretion what is an appropriate park or recreational use for the Recreational Easement Area and what activities would be inconsistent with park and recreational use. The actions which the Association may take related to the use of the Recreational Easement Area for park or recreational purposes include the establishment within the Recreational Easement Area of roads, parking, recreational facilities, other improvements and access thereto.
4. The Association's sole right to regulate the Recreational Easement Area includes the right to regulate the use of such Recreational Easement Area by defendants Tanselli, Pratt and Bloxom as fee owners of the Recreational Easement Area. The rights of defendants Tanselli, Pratt and Bloxom, as the fee owners of the Recreational Easement Area, are therefore subordinate to the rights of the Association set forth in paragraph 1 of this Judgment, to the extent that their interests conflict with the stated objectives of the Recreational Easement Area.
5. Defendants Tanselli, Pratt and Bloxom may not use or take any action with respect to the Recreational Easement Area to the extent it is inconsistent with the regulation of the Recreational Easement Area by the Association. However, the defendants do have the right to construct, erect, place and maintain any and all reasonable and necessary parts and

components of utility-related systems or operations upon their property, to service their property, to the extent that such systems or operations do not conflict with the stated objectives of the Recreational Easement Area.

6. The use of the Recreational Easement Area is exclusive to the members of the Association. Defendants Tanselli, Pratt and Bloxom retain no right to grant any interest in or rights to use the Recreational Easement Area to any party who would not qualify as a member of the Association by virtue of ownership of their respective properties in Harney View Park.

* * *

10. This Judgment shall be binding upon the parties hereto, their successors, transferees, and assigns, and shall be binding upon and shall burden the respective properties owned by such parties within the plat of Harney View Park.

ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

The undersigned hereby assent to the new ***Declaration of Covenants, Conditions & Restrictions of Harney View Park and Road Association, as Amended and Restated Effective January 1, 2025***, in the form that was provided to the Members via email on January 8, 2025 (the “Amended CC&Rs”).

Each undersigned is an owner of one or more Lots in the Properties covered by the Amended CC&Rs. The Amended CC&Rs will become effective if, but only if, the Secretary of the Harney View Park and Road Association certifies in writing that the Secretary has received signed notarized acknowledgements assenting to the Amended CC&Rs from the Owners of Lots comprising at least 60% of all of the Lots, at least 60% of the Road Assessment Lots, and at least 60% of the Randi’s Farm/Grindstone Road Lots.

The Amended CC&Rs are incorporated into this Acknowledgement by reference. Capitalized terms not defined differently in this Acknowledgement shall have the meanings assigned to them in the Amended CC&Rs. This Acknowledgement may be signed in any number of counterparts, all of which together shall constitute one single agreement, and which may be filed for record purposes with the Auditor of San Juan County, Washington.

[Signature Page(s) Are Attached]

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Stewart R Andrew
Stewart R. Andrew

Assessor's Tax Parcel Number of Lot Owned: 262323005000

STATE OF Washington)
COUNTY OF San Juan) ss.

I certify that I know or have satisfactory evidence that **Stewart R. Andrew** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 7, 2025
at Key Bank Orcas Island

Dated: 2/7/2025

Printed name: Karimah Salaam
Notary Public in the state of Washington
Residing at Key Bank East Sound Wa Orcas Island
My commission expires: April 7, 2027



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Cynthia H. Andrew
Cynthia H. Andrew

Assessor's Tax Parcel Number of Lot Owned: 262323005000

STATE OF Washington)
COUNTY OF San Juan) ss.

I certify that I know or have satisfactory evidence that **Cynthia H. Andrew** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 7, 2025
at Kuy Bank Eastsound Washington

Dated: February 7, 2025

Printed name: Karimah Salaam
Notary Public in the state of Washington
Residing at Kuy Bank Eastsound
My commission expires: April 7, 2027



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

RB

Russell Blake

Assessor's Tax Parcel Number of Lot Owned: 2623500007000

STATE OF Oregon)
COUNTY OF Multnomah) ss.

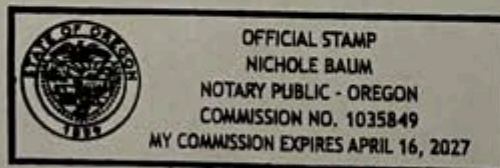
I certify that I know or have satisfactory evidence that **Russell Blake** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 3, 2025
at Portland, Oregon

Dated: 2/3/2025

Printed name: Nichole Baum
Notary Public in the state of Oregon
Residing at Portland, Oregon
My commission expires: April 16, 2027

[Signature]



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Blake
Jacqueline Blake

Assessor's Tax Parcel Number of Lot Owned: 2623500007000

STATE OF Oregon)
COUNTY OF Multnomah) ss.

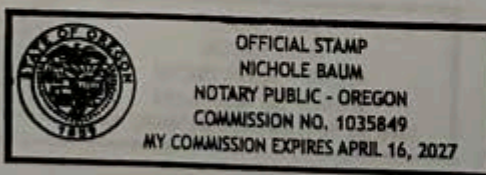
I certify that I know or have satisfactory evidence that **Jacqueline Blake** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 3, 2025
at Portland, Oregon

Dated: 2/3/2025

Printed name: Nichole Baum
Notary Public in the state of Oregon
Residing at Portland, Oregon
My commission expires: April 16, 2027

Nichole Baum



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Gail D. Glass
Gail Glass

Assessor's Tax Parcel Number of Lot Owned: 262350001000

STATE OF Washington)
COUNTY OF San Juan) ss.

I certify that I know or have satisfactory evidence that **Gail Glass** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 2/10/25
at 475 Fern St, Eastsound WA 98245.

Dated: 2/10/25

Printed name: Joe Thompson
Notary Public in the state of Washington
Residing at 475 Fern St, Eastsound WA 98245
My commission expires: April 24 2028



[Signature]

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Douglas Holtzman
Douglas Holtzman

Assessor's Tax Parcel Number of Lot Owned: 262351001000

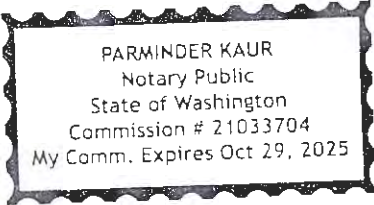
STATE OF WA)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Douglas Holtzman** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

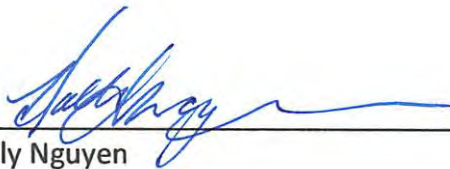
SUBSCRIBED AND SWORN TO before me on 23rd February, 2025,
at 24 Roy Street, Seattle, WA 98109.

Dated: 2/23/25 

Printed name: PARMINDER KAUR
Notary Public in the state of WA
Residing at Seattle, WA
My commission expires: 10/29/2025



**SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs**


_____)
Holly Nguyen


Assessor's Tax Parcel Number of Lot Owned: 262351001000

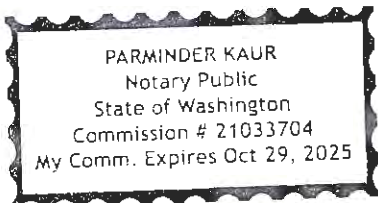
STATE OF WA)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that **Holly Nguyen** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 23rd February 2025
at 24 Roy Street, Seattle, WA 98109.

Dated: 2/23/25


Printed name: PARMINDER KAUR
Notary Public in the state of WA
Residing at Seattle, WA
My commission expires: 10/29/2025



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Diane M. Jarecki

Diane M. Jarecki, Trustee

Assessor's Tax Parcel Number of Lot Owned: 262351007000

STATE OF Washington)
) ss.
COUNTY OF San Juan)

I certify that I know or have satisfactory evidence that **Diane M. Jarecki** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the trustee of the relevant trust, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on January 30, 2025
at Eastsound, WA

Dated: 1/30/25



Printed name: Nicole Hill
Notary Public in the state of Washington
Residing at Eastsound
My commission expires: 4/19/27

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

JoAn A. Mann

joAn A. Mann

Assessor's Tax Parcel Numbers of Lots Owned: 262350004000, 262350006000

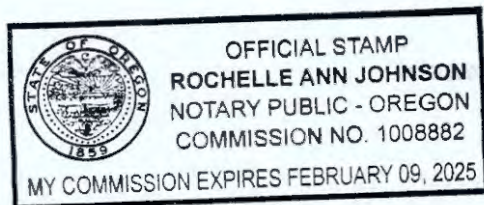
STATE OF OREGON)
COUNTY OF Deschutes) ss.

I certify that I know or have satisfactory evidence that **joAn A. Mann** (is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on January 28, 2025,
at Dexter Oregon.

Dated: 1-28-2025

Printed name: Rochelle Ann Johnson
Notary Public in the state of Oregon
Residing at Dexter
My commission expires: FEB. 9, 2025



SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Anne Mayer

Anne Mayer, formerly known as Anne Dickerson Lind, Trustee

Woodfern LLC, and Double Cove LLC

Anne Mayer

By Anne Mayer, Their Authorized Agent

Assessor's Tax Parcel Number of Lot Owned: 262213006000 (in trust)

Assessor's Tax Parcel Number of Lot Owned: 262242005000 (Woodfern LLC)

Assessor's Tax Parcel Number of Lot Owned: 262242001000 (Double Cove LLC)

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

I certify that I know or have satisfactory evidence that **Anne Mayer, formerly known as Anne Dickerson Lind** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the trustee of the relevant trust, and as the authorized agent of Woodfern LLC and Double Cove LLC, to be the free and voluntary act of such trust and limited liability companies for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on _____,
at _____.

Dated: _____ **California
Jurat Attached**

Printed name: The UPS Store, San Rafael, CA
Notary Public in the state of _____
Residing at _____
My commission expires: _____

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Marin }

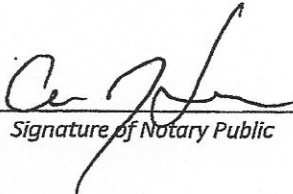
Subscribed and sworn to (or affirmed) before me on this 8 day of Feb, 2025
Date Month Year

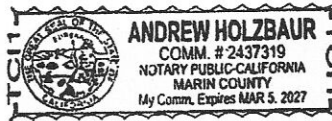
by Anne Mayer

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:


Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs



Asbjorn Osland

Assessor's Tax Parcel Numbers of Lots Owned: 262324004000

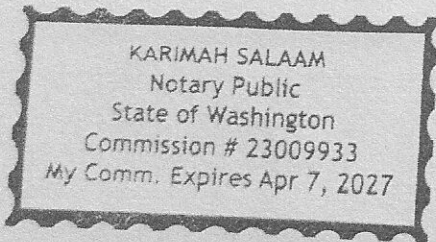
STATE OF Washington)
COUNTY OF San Juan) ss.

I certify that I know or have satisfactory evidence that **Asbjorn Osland** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 14, 2025
at Key Bank Orcas Island

Dated: February 14, 2025

Printed name: Karimah Salaam
Notary Public in the state of Washington
Residing at Key Bank Orcas Island
My commission expires: April 07, 2027



**SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs**

Joyce Marie Osland
Joyce Marie Osland

Assessor's Tax Parcel Numbers of Lots Owned: 262324004000

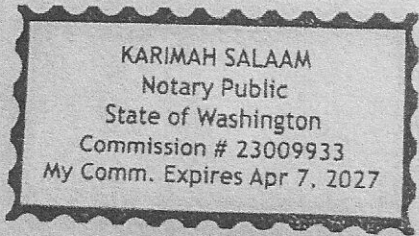
STATE OF Washington)
COUNTY OF San Juan) ss.

I certify that I know or have satisfactory evidence that **Joyce Marie Osland** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 14, 2025
at Key Bank Orcas Island

Dated: February 14, 2025

Printed name: Karimah Salaam
Notary Public in the state of Washington
Residing at Key Bank Orcas Island
My commission expires: April 07, 2027



**SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs**

Jeffrey B. Quinn III
Jeffrey B. Quinn, Trustee

Assessor's Tax Parcel Number of Lot Owned: 262350003000

STATE OF Washington)
) ss.
COUNTY OF San Juan)

REBEKAH SELWYN
Notary Public
State of Washington
Commission # 23031405
My Comm. Expires Aug 23, 2027

REBEKAH SELWYN
Notary Public
State of Washington
Commission # 23031405
My Comm. Expires Aug 23, 2027

I certify that I know or have satisfactory evidence that **Jeffery B. Quinn** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the trustee of the relevant trust, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 2/5/25
at Key Bank, Eastsound, WA 98245

Dated: 2/5/25

Printed name: Rebekah Selwyn
Notary Public in the state of Washington
Residing at Eastsound, WA
My commission expires: Aug 23, 2027

| |
|----------|
| MA |
| M T W |
| 5 6 7 |
| 12 13 14 |
| 19 20 21 |
| 26 27 28 |

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Mary Mudd Quinn, Trustee

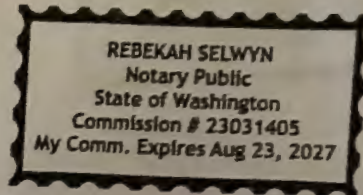
Mary Mudd Quinn, Trustee

Assessor's Tax Parcel Number of Lot Owned: 262350003000

STATE OF Washington)

COUNTY OF San Juan)

) ss.



I certify that I know or have satisfactory evidence that **Mary Mudd Quinn** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the trustee of the relevant trust, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 2/5/25
at Key Bank, Eastsound, WA 98245

Dated: 2/5/25

Rebekah Selwyn
Printed name Rebekah Selwyn
Notary Public in the state of Washington
Residing at Eastsound, WA
My commission expires: Aug 23, 2027

SIGNATURE PAGE TO ACKNOWLEDGEMENT
Re Adopting 2025 Amended and Restated CC&Rs

Wendy P. Thompson
Wendy P. Thompson, Trustee

Assessor's Tax Parcel Number of Lot Owned: 262241001000

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Wendy P. Thompson** is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the trustee of the relevant trust, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 5, 2025
at 3213 W Wheeler St. Seattle, WA 98199

Dated: 2-5-2025

Printed name: Amber Smith
Notary Public in the state of Washington
Residing at Seattle, WA
My commission expires: 4-10-2027

