

## SHANGRI-LA SHORES RESTRICTIONS, LIMITATIONS, AND CONDITIONS

This document contains an unofficial listing of the recorded and amended restrictions, limitations, and conditions for Shangri-La Shores Divisions No. 1 and No. 2 as they are applied by the Board of Trustees. They are often referred to as “covenants” or “CCRs”.

The following recordings are on record with the Island County Auditor:

138827	8/26/1961	Original Declaration for Division 1
155372	8/23/1963	Original Declaration for Division 2
155587	8/31/1963	Replaces 155372 for Division 2
260798	4/4/1973	Amends both Division 1 (138827) and 2 Declarations (155587)

### DIVISION 1 RESTRICTIONS, LIMITATIONS, AND CONDITIONS

1. No lot, tract or portion of a lot or tract of this plat shall be divided and sold, or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 7,200 square feet or less than 60 feet in width at its narrowest part.
2. No permanent structure or building shall be constructed on any lot, tract or parcel of this plat closer than 20 feet to the margin of any street or road.
3. Construction on any lot shall require a building permit and sewage disposal permit prior to commencement of work.
4. House trailers and mobile homes are specifically prohibited on all lots. All lots, with exception of Lot 16, are residential lots and restricted to single-family residence with garage.
5. All buildings must have their exteriors finished within one year after commencement of construction and shall be completed in conformance with the Island County Building Code and Health Department regulations.
6. These restrictions shall be binding on all persons and parties claiming title to any lot contained in this plat until December 1, 1970. Thereafter, such restrictions shall continue to be effective until repealed in whole or in part from time to time upon the written and acknowledged concurrence of the owners of sixty-five per cent (65%) of all lots in this plat.
7. No hogs, cattle, sheep, goats, or similar livestock or poultry shall be permitted or maintained on said property at any time. Cats and dogs as household pets not exceeding a total of 4 in number (except for litters, for a period of 90 days) shall be permitted, but must be kept on the premises of the owner. Not more than one accessory building on any one building site shall be permitted for use in the housing of such cats and dogs. Any such building shall be located not less than 30 feet from any place of human habitation other than the owners.

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8. No building shall be erected, placed, or altered on any lot until construction plans and a plan showing the location of the structure on the lot, have been approved by the architectural committee.

The architectural committee shall be responsible to require that buildings erected on the grounds or moved in to Shangri-La Shores, (modular homes) meet all restrictions as recorded in related covenants.

The President with the approval of the board of directors shall appoint the architectural committee of three members with alternating three year terms. (Original members on committee will be designated for one year, two years and three year terms.)

A majority of the committee may designate a representative to act for it. The committee's approval or disapproval as required in those covenants shall be in writing, and in the event the committee or designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted, approval will be assumed and the related covenants shall have been complied with.

9. No building shall be over 15 feet of the highest natural point of the lot. This restriction to apply to protection of view lots.

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## DIVISION 2 RESTRICTIONS, LIMITATIONS, AND CONDITIONS

1. No permanent structure or building shall be constructed on any lot, tract or parcel of this plat, except lots 7 and 12, Block 5, and lots 1, 34 and 35, Block 3, closer than 20 feet to the rear of any lot, or closer than 5 feet to any side of any lot. In the event that an area in excess of a lot as platted is held in common ownership, the lot lines for the purposes of this paragraph shall be the boundary lines of the property so held.
2. All lots or tracts shall be designated as "Residence Lots" and shall be used for residential purposes only, and are restricted to single family residence with garage. EXCEPT Lot 7, Block 5, in which a garage is situated thereon shall be used for inside storage of equipment. At such time when said storage becomes inadequate or unusable, said lot may revert to "Residence Lot".
3. Lot 1, Block 3, which shall be designated as a "Business Lot".
4. House Trailers and Mobile Homes are specifically prohibited on all lots.
5. All buildings and dwellings shall conform to standards set forth by Island County and said buildings and dwellings shall be completed as to exterior appearance, including outside painting, within twelve (12) months from the start of construction.

No noxious or offensive use of land shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding six (6) feet.
7. No hogs, cattle, horses, sheep, goats, similar livestock or poultry shall be permitted or maintained on said property at any time. Cats, dogs and other household pets not exceeding a total of four (4) in number (except for litters, for a period of 90 days) shall be permitted, but must be kept on the premises of the owner. Not more than one accessory building on any one building site shall be permitted for use in the housing of such cats and dogs. Any such building shall be located not less than 30 feet from any place of human habitation other than the owners.
8. The above restrictions shall be deemed a covenant running with the land and shall be binding upon the Grantees, their heirs, assigns, successors in interest and all persons claiming under them until December 1, 1970, at which time said covenant shall be automatically extended for successive periods of ten (10) years, unless by vote of 65% of the owners of the tracts it is agreed to change said covenant in whole or in part.

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9. If the parties hereto or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said Shangri-La Shores Division No. 2 or having a vendee's interest under a real estate contract to purchase any property situated in said Shangri-La Shores Division No. 2 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages arising from such violations.

Invalidation of any of these covenants by judgement of any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

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