

**PART 6 GUIDELINES FOR MULTIPLE LOT USE**

This section of the LISE Bylaws can be changed by a majority vote of the Board of Directors at any regular meeting.

TABLE OF CONTENTS

SECTION 6.1.	PREAMBLE	
ARTICLE 6.1.1.	PREAMBLE.....	6-3
SECTION 6.2.	DEFINITION OF TERMS	
ARTICLE 6.2.1.	AS FOUND IN 4.5.1.2. ....	6-3
ARTICLE 6.2.2.	AS FOUND IN THESE GUIDELINES .....	6-3
SECTION 6.3.	POLICY	
ARTICLE 6.3.1.	ELIGIBILITY .....	6-3
ARTICLE 6.3.2.	POLICY .....	6-3
ARTICLE 6.3.3.	A SINGLE BUILDING SITE.....	6-3
ARTICLE 6.3.4.	A DWELLING MUST: .....	6-4
ARTICLE 6.3.5.	COMPLETED DWELLING MUST: .....	6-4
ARTICLE 6.3.6.	DUES FOR SINGLE BUILDING SITE .....	6-4
SECTION 6.4.	APPLYING FOR DUES RELIEF	
ARTICLE 6.4.1.	APPLYING FOR DUES RELIEF .....	6-4
ARTICLE 6.4.2.	APPLICATIONS .....	6-4
SECTION 6.5.	INVESTIGATION	
ARTICLE 6.5.1.	RECEIPT OF APPLICATION .....	6-5
ARTICLE 6.5.2.	ONSITE INSPECTION .....	6-5
ARTICLE 6.5.3.	DECISION.....	6-5

**PART 6 - GUIDELINES FOR MULTIPLE LOT USE  
LUMMI ISLAND SCENIC ESTATES COMMUNITY CLUB, INC. BYLAWS**

**SECTION 6.6. APPROVALS**

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ARTICLE 6.6.1. AFTER CONSTRUCTION.....6-5  
ARTICLE 6.6.2. BEFORE CONSTRUCTION .....6-5

**SECTION 6.7. RECONSIDERATION**

---

ARTICLE 6.7.1. ALTERATION OF CONDITIONS.....6-5  
ARTICLE 6.7.2. CHANGE OF DUES STATUS.....6-5

**SECTION 6.8. CHANGES OR AMENDMENTS**

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ARTICLE 6.8.1. BY MEMBERSHIP.....6-5  
ARTICLE 6.8.2. BY BOARD OF DIRECTORS.....6-6

**SECTION 6.9. ADOPTION**

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ARTICLE 6.9.1. ADOPTION.....6-6  
  
EXHIBITS .....6-7

SECTION 6.1. PREAMBLE

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- ARTICLE 6.1.1. Section 4.5.1.2. of the Bylaws permits the Board of Directors to levy reduced dues against members using more than one contiguous lot as a single building site.
- ARTICLE 6.1.2. The Bylaws direct the Board to set up a set of guidelines to permit all members to know the exact requirements they must meet to be eligible to apply for reduced levies.
- ARTICLE 6.1.3. These Guidelines are therefore established and maintained in accordance with Section 4.5.1.2. of the Bylaws.

SECTION 6.2. DEFINITION OF TERMS

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- ARTICLE 6.2.1. AS FOUND IN 4.5.1.2.
- 6.2.1.1. "Contiguous lots" - Two adjacent or adjoining lots, two lots having a common boundary line.
  - 6.2.1.2. "Single building site" - One or more lots used for a single family residence containing one dwelling, one septic system.
  - 6.2.1.3. "Dwelling" - A structure used to shelter a single family which is permitted by Whatcom County Zoning and Building Codes to be placed on a building site in the Lummi Island Scenic Estates containing a minimum of square feet of floor space.
  - 6.2.1.4. "Completed"
  - 6.2.1.4.1. "Finished" - Possessing all necessary parts, having no more work required to finish.
  - 6.2.1.4.2. Applies to the **outside** of the dwelling and garage plus the immediate yard area only.
- ARTICLE 6.2.2. AS FOUND IN THESE GUIDELINES
- 6.2.2.1. "Permanent" - Continuing or enduring without fundamental or marked change - stable, can reasonably be expected to last 30 years without major repair.

SECTION 6.3. POLICY

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- ARTICLE 6.3.1.<sup>1</sup> Eligibility for dues relief requires an absolute need based on the topography of the site to use more than one lot for a single building site.
- ARTICLE 6.3.2.<sup>2</sup> All contiguous lots being used as a single building site must be irrevocably bound together by execution of a Covenant Binding Lots as may be required by the Board of Directors as set out in Exhibit "A", as well as any other covenant or document which may be required by Whatcom County or other governmental agency, so that the lots cannot thereafter be sold separately. Such covenants or other documents shall be promptly recorded in the office of the Whatcom County Auditor.
- ARTICLE 6.3.3. A SINGLE BUILDING SITE
- 6.3.3.1. **Must** include a dwelling and a Whatcom County Health Department approved septic system, or other approved waste disposal systems.

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<sup>1</sup> Inserted 11 December 2005

<sup>2</sup> Revised 13 December 1998

**PART 6 - GUIDELINES FOR MULTIPLE LOT USE  
LUMMI ISLAND SCENIC ESTATES COMMUNITY CLUB, INC. BYLAWS**

- 6.3.2.2. May include attached porches, roof overhang, garages attached or separate, a vehicular access onto the lot but not necessarily to the dwelling.
- 6.3.2.3. **Shall not** include other out-buildings; utility lines, i.e., power, water, etc., which are or can be extended to each lot; decorative or ornamental improvements such as landscaping, paths, walkways, gazebos, sprinkling systems, gardens, etc.

**ARTICLE 6.3.4. A DWELLING MUST:**

- 6.3.4.1.<sup>1</sup> Be of permanent construction whether built on or moved onto the building site, such as: standard frame construction on a concrete foundation, or a mobile home.
- 6.3.4.2. Be placed on a permanent foundation.
- 6.3.4.3.<sup>12</sup> Have (if a manufactured home): all wheels, axles, tongues and towing bars removed, be permanently anchored via bolts, cables, etc., to its foundation and be skirted to within 4" of the ground.
- 6.3.4.4.<sup>3</sup> Contain: a full bath (toilet, basin and tub or shower), a kitchen area with sink and cooking facilities, and a sleeping area.
- 6.3.4.5. Meet all building and zoning code requirements of Whatcom County for a structure.

**ARTICLE 6.3.5. COMPLETED DWELLING MUST:**

- 6.3.5.1. Have all permanent roofing, siding, windows, doors, porches, stairs, railings, and trim in place on all structures being considered as part of the building site.
- 6.3.5.2. Have all foundations backfilled and excess material removed, leveled, spread or otherwise placed into a permanent location.

**ARTICLE 6.3.6.** The dues shall normally be reduced to one full dues for a single building site. However, the Board can decide on a lesser reduction if they determine that such lesser reduction is in the best interests of the Club.

**SECTION 6.4. APPLYING FOR DUES RELIEF**

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**ARTICLE 6.4.1.** All members who feel they meet the requirements of these Guidelines must apply to the Board of Directors for dues relief. Dues relief will not be initiated by the Board.

**ARTICLE 6.4.2.** All applications must be in writing and must include:

- 6.4.2.1. Copies of documents recorded with Whatcom County Auditor binding together all lots being considered in the building site.
- 6.4.2.2. Copies of Whatcom County Health Department approved septic or waste disposal system.
- 6.4.2.3. Plat plan of all lots included showing the exact location of all improvements required by these Guidelines such as septic system, dwelling, garage, driveway, etc.
- 6.4.2.4. Floor plan of dwelling with exterior dimensions shown.
- 6.4.2.5. Statement signed by member that his application meets all the requirements of these Guidelines.

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<sup>1</sup> Revised 19 January 2003

<sup>2</sup> Revised 19 January 2003 and 11 December 2005

<sup>3</sup> Revised 11 December 2005

**SECTION 6.5. INVESTIGATION**

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- ARTICLE 6.5.1. Upon receipt of an application, the Board of Directors shall require an investigation to verify the facts set forth in the application.
- ARTICLE 6.5.2. An onsite inspection shall be made as directed by the Board.
- ARTICLE 6.5.3. Upon completion of the investigation the Board shall render a decision on the application.
- 6.5.3.1. The member shall be notified immediately in accordance with 6.6. below.
- 6.5.3.2. The Board is not required to set forth why an application is turned down. Failure to meet all requirements will automatically cause the application to be disapproved.

**SECTION 6.6. APPROVALS**

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- ARTICLE 6.6.1. AFTER CONSTRUCTION
- 6.6.1.1. No dues reduction shall be permitted until the dwelling is complete and meets these Guidelines.
- 6.6.1.2. All approvals will be in writing.
- 6.6.1.3. All approvals are for dues relief only and in the percentage determined by the Board.
- 6.6.1.4. The decision of the Board shall be final.
- ARTICLE 6.6.2. Before construction members may submit plans for Board consideration.
- 6.6.2.1. The Board may conditionally approve the plans submitted subject to final review after construction is complete, and subject to any changes to the Bylaws as voted by the membership.
- 6.6.2.2. Dues relief cannot be voted nor become effective until after the dwelling is completed and the Board determines that it does meet the full requirements as set out in these Guidelines.

**SECTION 6.7. RECONSIDERATION**

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- ARTICLE 6.7.1. Dues relief awarded by the Board of Directors pursuant to these Guidelines shall be reconsidered by the Board when any condition present at the time the Board approves a reduction in dues is: altered or changed in any way by being added to, torn down, burned, removed, or ceases to be used or is no longer required.
- ARTICLE 6.7.2. Reconsideration may or may not change the dues status. The Board's decision shall determine whether dues are restored on all lots, the reduction in effect continues or a different reduction is levied.

**SECTION 6.8. CHANGES OR AMENDMENTS**

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- ARTICLE 6.8.1. BY MEMBERSHIP
- 6.8.1.1. These Guidelines are based on the Bylaws, paragraph 4.5.1.2., as revised in May 1981.
- 6.8.1.2. Any change in paragraph 4.5.1.2. voted by the membership in accordance with paragraph 4.6.2. will automatically affect these Guidelines. See Article 6.8.2. below.

**PART 6 - GUIDELINES FOR MULTIPLE LOT USE  
LUMMI ISLAND SCENIC ESTATES COMMUNITY CLUB, INC. BYLAWS**

**ARTICLE 6.8.2. BY BOARD OF DIRECTORS**

- 6.8.2.1. Changes to these Guidelines will be made by the Board of Directors whenever the membership votes changes to paragraph 4.5.1.2. of the Bylaws.
- 6.8.2.2. Changes to these Guidelines may be made by the Board of Directors at any time by a majority vote of the Directors in attendance at any properly constituted meeting of the Board.
- 6.8.2.3. Changes will always reflect the membership's wishes as expressed to the Board from time to time.
- 6.8.2.4. All changes will take effect immediately after the vote of either the membership or the Board or at a time specified by the membership or Board.
- 6.8.2.5. All previous agreements for dues relief granted by the Board will be changed to agree with the changes voted by the membership.
- 6.8.2.6. All previous agreements for dues relief granted by the Board will be reviewed and subject to change to agree with changes to the Guidelines voted by the Board.

**SECTION 6.9. ADOPTION**

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ARTICLE 6.9.1. Adopted by unanimous vote of the Board of Directors at their regular monthly meeting 21 March 1982.

ATTEST:

/s/ Ernie Jones

/s/ Wallace W. Croy

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

EXHIBIT "A"

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DOCUMENT TITLE: COVENANT BINDING LOTS

OWNER(S):

ABBREVIATED LEGAL DESCRIPTION: Division No. , Lot and , Lummi Island Scenic Estates, Whatcom County, Washington, as per the map thereof, recorded in Book 9 of Plats, Page in the Auditor's office of said county and state

ASSESSOR'S TAX/PARCEL NUMBER(S): and

(hereinafter "Owner") the owner of Lots \_\_\_\_\_, Division No. \_\_\_\_\_, Lummi Island Scenic Estates, as per the plat thereof, recorded with the Auditor of Whatcom County, Washington, does hereby agree and acknowledge as follows:

- 1. In consideration for the reduction in the annual dues obligation which would otherwise be imposed on Owner (but not including other assessments which might from time to time be imposed), Owner does hereby bind such lots as a single lot, waiving in perpetuity the right to re-divide or subdivide the consolidated lots.
2. Upon consolidation, the consolidated lot shall be entitled to a single water service, and otherwise shall not be entitled to any incidents of ownership for more than one lot.
3. Owner shall comply with the Articles of Incorporation, Bylaws, Land Covenants, Rules, Regulations, Guidelines for Multiple Lot Use, and other governing documents of Lummi Island Scenic Estates Community Club, Inc. in constructing improvements upon the consolidated lot and shall likewise comply in the use to which the property is henceforth put.
4. Without limiting the provisions of paragraph 3 hereof, upon consolidation no more than one single family residential unit is to be constructed on or brought upon the consolidated lots; and other structures or property which may be used for habitation, including without limitation, mobile homes, trailers or recreational vehicles, are not to be brought upon the property for use as a habitation.
5. This covenant shall be construed as a covenant running with the land and shall be binding on the heirs, successors, grantees, assignees and transferees of Owner.
6. The rights of Owner to any benefits arising in part from Owner's execution of this Covenant are conditioned on continued future compliance by Owner with the Guidelines for Multiple Lot Use.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER (S):

\_\_\_\_\_

Covenant accepted; Compliance with Guidelines for Multiple Lot Use acknowledged; and grant of consolidation benefits as provided by Bylaws, Section 4.5.1.2. conferred this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LUMMI ISLAND SCENIC ESTATES COMMUNITY CLUB, INC.

By \_\_\_\_\_, its \_\_\_\_\_

**PART 6 - GUIDELINES FOR MULTIPLE LOT USE  
LUMMI ISLAND SCENIC ESTATES COMMUNITY CLUB, INC. BYLAWS**

(Attached to Covenant Binding Lots)

State of Washington )

ss.

County of Whatcom )

On this day personally appeared before me \_\_\_\_\_  
known to be the individual described in and who executed the within and foregoing instrument, and acknowledged  
that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein  
mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

My commission expires \_\_\_\_\_

State of Washington )

ss.

County of Whatcom )

On this day personally appeared before me \_\_\_\_\_ to me known to be the  
individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_  
signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

My commission expires \_\_\_\_\_

\*\*This is an example of the Covenant, a properly formatted Covenant must be used (available from the Business Office.)