

**Filed for Record at the Request of:**

Kelly, Arndt &amp; Walker, PLLP

PO Box 290

Clinton, WA 98236

---

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE RESTRICTIONS FOR THE PLAT  
OF  
USELESS BAY COLONY, INC. DIVISION NO. 18**

This *First Amendment to Declaration of Protective Restrictions for the Plat of Useless Bay Colony, Inc. Division No. 18* is made on this 13 day of May, 2019, by the GRANTORS, who are owners of lots located within the Plat of Useless Bay Colony Division No. 18 legally described Exhibit A of attached hereto, said lots hereinafter referred to as "The Property".

RECITALS

1. A "*Declaration of Protective Restrictions for the Plat of Useless Bay Colony, Inc. Division No. 18*" was recorded on 2/12/2007, under Island County Auditor's File No. 4194076 (hereinafter referred to as "the Declaration").

2. The Owners desire to eliminate the condition requiring the habitable main floor area of single family dwellings on the lots be not less than One Thousand Eight Hundred (1800) square feet.

3. The owners desire to amend that section entitled "Permanent Improvements" on page 3 of 6 of the Declaration to require that the total square footage on all floors, exclusive of the basement, open entry, and patios, of single family dwellings constructed on lots within the Plat shall be not less than 1800 square feet.

NOW THEREFORE, THE OWNERS/GRANTORS hereby amend the Declaration as follows:

That section on page 3 of 6 of the Declaration entitled Permanent Improvements shall be removed in its entirety and the following section shall be inserted therein:

Permanent Improvements. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single family dwelling for single family occupancy only, the habitable floor area of which, exclusive of basement, garage, open entry, porches and patios, shall be not less than one thousand eight hundred (1,800) square feet, except a private garage and other

outbuildings appurtenant to any dwelling house such as garden house, pergola, conservatory or other similar structure, architecturally in harmony herewith and of permanent construction and incidental and necessary to residential use of said residential lots. Each dwelling plan shall include provision for enclosed covered parking for a minimum of two vehicles. No boats, motor homes, or trailers shall be stored on the property outside of enclosed covered parking. All structures shall be of new construction and no structure shall be occupied as a residence until the installation of adequate plumbing, including connection to septic tanks or sewer. All drainage from roofs and footing drains on lots 1 thru 7 shall be contained or detained on each individual lot in county approved drywells. All landscaping and erection of the main dwelling shall be completed within twelve (12) months from the inspection date of the building foundation.

All other covenants, conditions and protective restrictions contained in that certain Declaration of Protective Restrictions for the Plat of Useless Bay Colony, Inc. Division No. 18 recorded on 2/12/2007 under Island County Auditor's File No. 4194076 shall remain in full force and effect.

DATED this 24<sup>th</sup> day of May, 2019

GRANTORS:

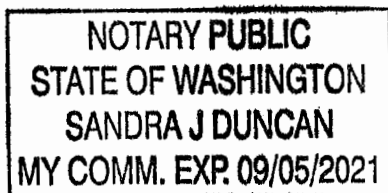
OWNER OF LOTS 1, 2, 6 and 10:

*Charles Edwards*  
Charles Edwards, an unmarried individual/ a single person

STATE OF WASHINGTON       )  
  )  
COUNTY OF ISLAND       )                   ss.

I certify that I know or have satisfactory evidence that Charles Edwards is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned herein.

DATED this 28 day of May, 2019.



*Sandra J Duncan*  
Sandra J Duncan  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Greenbank

OWNERS OF LOT 3:

Richard Cliff Berkowitz  
Richard Cliff Berkowitz, husband

Bobbie Ann Berkowitz  
Bobbie Ann Berkowitz, wife

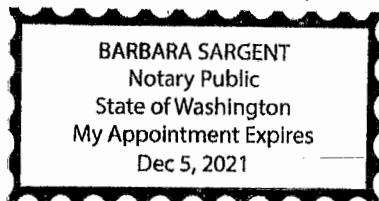
STATE OF WASHINGTON )

COUNTY OF ISLAND )

ss.

I certify that I know or have satisfactory evidence that Richard Cliff Berkowitz and Bobbie Ann Berkowitz are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

DATED this 18 day of May, 2019.



Barbara Sargent  
Barbara Sargent  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Clinton

OWNERS OF LOT 4:

Sally Ann Christoff, a single Person

Ken R. Manville, a single person

STATE OF WASHINGTON )


COUNTY OF ISLAND )

ss.

I certify that I know or have satisfactory evidence that Sally Ann Christoff and Ken R. Manville are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

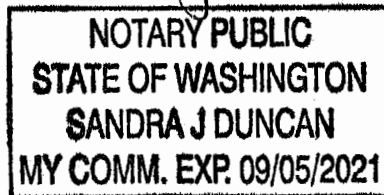
\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_


  
Tsutomu Shimoizato, husband

*Atsuko Shimozato*  
Atsuko Shimozato, wife

STATE OF WASHINGTON )  
 )  
COUNTY OF ISLAND ) SS.

DATED this 13 day of May, 2019.



  
Sandra J. Duncan  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in 9-5-21

Richard E. Edwards, a single man

STATE OF WASHINGTON                    )  
  )  
COUNTY OF ISLAND                    )                    ss.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_

OWNERS OF LOT 5:

Tsutomu Shimoato, husband

Atsuko Shimoato, wife

STATE OF WASHINGTON )

)

ss.

COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Tsutomu Shimoato and Atsuko Shimoato are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

(Print Notary Name)

NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_

OWNER OF LOTS 7, 8 and 9:

*Sam E. Edwards, POA for Richard E. Edwards*  
Richard E. Edwards, a single man  
*Recorded under Island County  
Assessor's file no. 4429334*

STATE OF WASHINGTON )

)

ss.

COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Richard E. Edwards is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned herein.

DATED this <sup>24</sup>~~18~~ day of May, 2019.



*Karen E. Mead*  
*Karen E. Mead*

(Print Notary Name)

NOTARY PUBLIC in and for the State of  
Washington, residing in Freedland

EXHIBIT A

**Lot 1, Plat of Useless Bay Colony, Division No. 18, as per plat recorded in Volume 13 of Plats, pages 324, 325 and 326, records of Island County, Washington.**

**Situate in the County of Island, State of Washington.**

Subject to all covenants, conditions, restrictions, reservations, agreements and easements of record including, but not limited to, those shown on Schedule "B-1" of Land Title Company's Preliminary Commitment No. 04-164298-OE.

Lot 2 of Useless Bay Colony Division No. 18 according to the plat thereof recorded in Volume 13 of Plats, Pages 324, 325 and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Tax Parcel #S8340-18-00002-0

**AND**

Lot 10 of Useless Bay Colony Division No. 18 according to the plat thereof recorded in Volume 13 of Plats, Pages 324, 325 and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Tax Parcel #S8340-18-00010-0

Property Address: 2442 Cambridge Court, Langley, WA 98260

Lot 3 of Useless Bay Colony, Division No. 18, according to plat thereof recorded in Volume 13 of Plats, Pages 324, 325, and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Tax Parcel Number(s):

SUBJECT TO covenants, conditions, restrictions, easements, reservations, agreements, and notes of record, as set forth in Schedule B-001 to title policy No. IS100118 issued by Chicago Title Company - Island Division, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof and incorporated herein.

Lot 4, Useless Bay Colony, Division No. 18, as per plat recorded in Volume 13 of Plats, pages 324, 325 and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington

Subject to: Easements, Reservations, Covenants, Conditions, Restrictions, and Agreements of Record.

Lot 5, of Useless Bay Colony Division 18, as per plat recorded in Volume 13 of Plats, pages 324, 325 and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Tax Parcel Number(s): Ptn R32918-502-0900 (Parent); and Ptn S8340-17-00999-0 (Parent)  
New \* S8340-18-00005-0

SUBJECT TO covenants, conditions, restrictions, easements, agreements, reservations, and terms of record, as set forth in Schedule B-1 of Title Policy No. LT-92866 issued by Land Title Company of Island County, a copy of which is attached hereto as Exhibit "A," and by this reference made a part hereof and incorporated herein.

Lot 6 of Useless Bay Colony Division No. 18, according to the plat thereof recorded in Volume 13 of Plats, Pages 324, 325 & 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Lots 7 & 8, of Useless Bay Colony, Division No. 18, according to plat thereof recorded in Volume 13 of Plats, Pages 324, 325, and 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Lot 9 of Useless Bay Colony Division No. 18, according to the plat thereof recorded in Volume 13 of Plats, Pages 324, 325 & 326, records of Island County, Washington.

Situate in the County of Island, State of Washington.

AHB

04194075.002 02/12/07



4194075  
Page: 2 of 7  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR

R

RETURN ORIGINAL DOCUMENT TO:

NAME Hillis Drive LLC - Declarant  
MAILING PO Box 340  
ADDRESS Freeland, WA

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
LANDSCAPE BUFFER MAINTENANCE**

THIS DECLARATION OF COVENANTS ("Declaration") is made this 9<sup>th</sup> day of February, 2007, by Hillis Drive LLC, a Washington Limited Liability Company ("Declarant"), with reference to the following facts:

**RECITALS:**

- A. Declarant is the owner of that certain real property located in the Island County ("County"), State of Washington, more particularly described as the Plat of Useless Bay Colony Division #18, Lots 1 - 10 and Lots 44 & 45 of the Plat of Useless Bay Beach and Country Club Division # 10 (Properties);
- B. Declarant developed the Division # 18 Lots as a residential subdivision ("Plat") and constructed a landscaped berm ("Berm") along the northerly 20 feet of Lots 6 -10 of said Plat and Lot 44 of the Plat of Useless Bay Beach and Useless Bay Colony Division #10. The landscape berm is an aesthetic attribute of the Properties and intended to buffer the platted lots from State Highway 525 and screen direct visual access into the properties from State Highway 525;
- C. It is in the mutual interest of all Properties that the landscape buffer be maintained to protect the value and desirability of the Properties;
- D. The Declarant records these covenants regarding the Properties joint responsibility to maintain the Berm and to establish a financial mechanism to ensure maintenance of the Berm.

NOW, THEREFORE, in consideration of the above-referenced facts, Declarant hereby declares as follows:

**ARTICLE 1 - MAINTENANCE COVENANTS ESTABLISHED**

Prior to the sale of the first residential lot, Declarant shall execute and record with the Island County Auditor this declaration of covenants, conditions and restrictions ("CC&Rs") creating maintenance obligations for the Properties. The covenants and restrictions set forth in this Declaration constitute a general scheme for the protection and



AHA

04194075.003 02/12/07



4194075  
Page: 3 of 7  
02/12/2007 02:55P

ISLAND COUNTY AUDITOR

R

maintenance of the BERM for the benefit of all owners. Said covenants and restrictions are for the benefit of the Properties and shall bind all owners thereof. Such covenants and restrictions shall be a burden upon, and a benefit to, not only the DECLARANT but also its successors and assigns. All of such covenants and restrictions are intended to be and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

#### ARTICLE 2 - LANDSCAPE BUFFER - PURPOSE AND JOINT RESPONSIBILITIES

This covenant is established for the mutual benefit of the future owners of real property in the plat of Useless Bay Colony Division #18 and Lots 44 and 45 of Useless Bay Beach and Country Club Division #10. In association with the development of Useless Bay Colony Division #18, a BERM was constructed along the northerly 20 feet of Lots 6-10 and Lot 44 in Division #10. The BERM includes a temporary irrigation system to ensure the successful establishment of the plants. Once the plant material is established the Declarant, shall cease to supply water to the irrigation system. The BERM was not established within an easement or a separate tract, in order to avoid the imposition of building or other setbacks from an easement/tract boundary line. By purchase of a lot within said plat the owners and any and all successors in title agree that collectively they shall be responsible for the maintenance of the BERM. It is in the interest of all parties that the BERM be maintained to achieve the desired results aesthetic attributes and the visual buffering of the platted lots from State Highway 525. This agreement is intended to protect the value and desirability of the real property described above, and shall be binding on all heirs, successors and assigns.

#### ARTICLE 3 - COST OF MAINTENANCE OF LANDSCAPE BUFFER

Each party hereto covenants and agrees that they shall share the financial responsibility for maintenance of the BERM. The DECLARANT shall establish and maintain a reserve account at Whidbey Island Bank, Freeland Branch, unless another banking institution is otherwise mutually agreed upon. Upon the sale of a lot the Declarant shall deposit \$150 into the reserve account. Commencing in 2008, each lot owner and the Declarant, for lots still owned by the Declarant, shall pay on an annual basis \$150, into the reserve account. During the year 2007, the Declarant shall solely be financially responsible for maintenance of the BERM. Monies are due and payable by January 31<sup>st</sup> of each calendar year. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The funds in the reserve account shall be utilized for the sole purpose of maintaining the landscaped buffer, fencing, and any common irrigation waterworks equipment or appurtenance thereto. The reserve funds shall accrue to a balance of \$3,000, at which time the monthly payments, and may be suspended by mutual agreement. At anytime that the reserve fund expenditures reduce the balance below \$500 the hereinabove said annual payments shall be reinstated until the minimum balance of \$3,000 is reestablished.

#### ARTICLE 4 - PERFORMANCE OF WORK

The maintenance of the landscaping shall be performed by a licensed landscape maintenance contractor and not the individual adjacent lot owners. This is to ensure consistent and uniform maintenance of the entire landscaped berm. The contractor shall initially be selected by the DECLARANT and subsequently approved by a majority of the lot owners. Until such time as a

AGZ

04194075.004 02/12/07



4194075  
Page: 4 of 7  
02/12/2007 02:50P

ISLAND COUNTY AUDITOR

R

majority of lots have been sold, the developer, DECLARANT, shall continue to select the maintenance contractor. Subsequently a majority of the lot owners shall select the contractor and select an owner to oversee the work and performance of the contractor.

#### ARTICLE 5 - RESTRICTIONS, RIGHT OF ACCESS, AND PROHIBITED PRACTICES

The owners of lots 6 - 10 and lot 44 are restricted from altering the landscape berm in any way including its shape, height, width, length and/or vegetative cover. No individual fence may be built within or upon the BERM area on Lots 6 -9 however the PROPERTIES may collectively install a fence on Lots 6 -9 of uniform design, height, materials, and color consistent with the setback requirements of Island County. The owners of Lots 44 and 45 upon mutual consent may install a fence on Lot 44 and Lot 10 Berm area. Costs of the fence installed on Lot 44 and Lot 10 shall be borne by the owners of Lots 44 and 45. If a fence is installed on Lots 6 -9, the cost shall be borne by the owners of Lots 1 -10. The determination of whether a fence shall be installed on Lots 6 -9 BERM area will be made by a majority of the owners of Lots 1 - 10. The owners of Lots 6 - 10 and Lot 44 shall grant access to the BERM for maintenance of the BERM by the contractor.

#### ARTICLE 6 - MAINTENANCE AND ACTIVITIES REQUIRED

1. GENERAL - Maintenance of plant material will include, but not be limited to; trimming, pruning, watering, fertilizing, weed control, cultivation, cleanup, diagnosis and treatment of disease or pests. Once the temporary supply of water is terminated by the developer, the lot owners may chose to provide water to the irrigation system at their joint expense in a manner determined by the majority of lot owners.
2. TREES, SHRUBS, AND GROUND COVER MAINTENANCE
  - a. Prune and trim plants, shrubs, and trees to promote healthy growth patterns and to maintain a neat appearance. Plants shall be pruned as needed. All plants shall be pruned at the same time. Pruning shall include only work that is necessary to maintain the plants in their normal growth pattern.
  - b. All tree and shrub staking, guying, and supports will be inspected and adjusted regularly. Staking, guying, or supports will be removed as needed when vegetation no longer requires additional support.
  - c. Fertilize trees annually or as needed. Fertilize plants and shrubs twice each year or as needed.
  - d. Monitor plants, shrubs, and trees for signs of pests, and disease. Chemically treat foliage as needed to eradicate pests, and disease.
  - e. Provide weed control in landscaped areas via chemical spraying or alternatively non-chemical means to include manual labor.
  - f. Plants shall be fertilized once a year.
  - g. Mulching

AGY

04194075.005 02/12/07



4194075  
Page: 6 of 7  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR

R

- i. Once a year, all mulched areas shall be remulched so that they contain a minimum depth of two inches and a maximum depth of three inches if needed. Mulch used shall equal in quantity and quality the type to that which was supplied during installation of the plants.
- ii. Saucers around all trees are required and shrubs shall be maintained in a weed free manner.

### 3. WEEDS AND DEBRIS

- a. Provide weed control in landscaped areas via manual labor.
- b. Weeding shall be scheduled throughout the year in order to keep the BERM as free of weeds as possible.
- c. The time of weeding shall be decided upon by agreement of a majority of the PROPERTIES. The number of weedings shall not be less than six (6) during the growing season.
- d. Collect debris and trimmings, and dispose of all debris off-site.

### 4. REPLACEMENTS

- a. Any material that is 25% dead or more shall be considered dead and must be replaced.
- b. A tree shall be considered dead when the main leader has died back, or there is 25% of the crown dead.
- c. Replacements shall be made during the next planting period unless the landscape contractor recommends an earlier date.
- d. A replacement shall be of the same size as the original with no additional soil additives to be used.

### ARTICLE 7 - HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

### ARTICLE 8 - ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the maintenance of the BERM. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 8% per annum together with all collection fees which shall constitute a lien against the property.

AGX

04194075.006 02/12/07



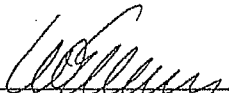
4194075  
Page: 6 of 7  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR

R

**ARTICLE 9 -- CHANGES, AMENDMENTS, MODIFICATIONS**

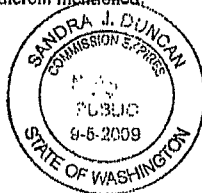
From time to time this agreement may require changes, amendments, or modifications. The right to change, amend, or modify this covenant may be made by agreement of the majority of lot owners (one lot has a single vote), including but not limited to a decrease or increase in the minimum amount of the reserve fund or an imposition of a lump sum payments by the parties in the event that the reserve fund contains insufficient funds to meet system development or repair needs, rates or assessment which shall be incorporated in written amendments to this covenant.

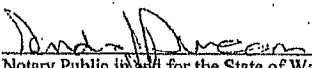
  
Charles W Edwards, Manager

Dated this 01 day of FEBRUARY, 2007

State of Washington )  
County of ISLAND )ss

I, The undersigned, a notary Public in and for the above named County and State, do hereby certify that on this 01 day of FEBRUARY, 2007, personally appeared before me CHARLES W EDWARDS to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as I free and voluntary act and deed, for the uses and purposes therein mentioned.



  
Notary Public in and for the State of Washington,  
residing at  
CYRUS BLANK

AGS

04194076.004 02/12/07



4194076  
Page: 4 of 6  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR

R

Fences. No fence, wall or hedge that has a screening effect shall be erected, located, planted or maintained upon the parcel without the written approval of Hillis Drive LLC., or assigns. No fence shall be constructed in a manner which would unreasonably obstruct the view from any other parcel and shall not exceed six (6) feet in height.

Prohibited Uses of Property. No noxious, illegal or offensive activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No goods, equipment, trucks, vehicles or paraphernalia used or designated for use in connection with any business, service or trade shall be kept or stored in the open on any residential lot or street. No commercial signs shall be placed on any lot or structure.

Animals. No fowl, rodents, hogs, cattle, horses, sheep, goats or similar livestock shall be maintained on the residential lots at any time. Household pets, i.e., cats, dogs and birds shall be permitted provided dogs are on a leash and not allowed to roam without supervision. Failure to abide by Island County Animal Ordinance will cause animal to be impounded in the Island County Animal Shelter. No exotic animals, i.e., potbelly pigs, snakes etc., shall be permitted.

Roof. All roof coverings must be of top quality materials. Roofs may be shake, shingle, tile or composition; however, any composition roof must be 40-year Celotex "Presidential" or equivalent approved by Hillis Drive LLC, or assigns. No metal roofs shall be allowed. No roof of less than 4/12 pitch shall be allowed unless approved by Hillis Drive LLC., or assigns.

Electrical, Telephone, Cable & Satellite Service. All satellite dishes shall be attached to structures on lots. All utility service wires shall be located underground from the street utilities to the entrance of private buildings. No overhead lines will be permitted on any residential lot or building thereon.

Useless Bay Colony, Inc. Each fee owner or contract purchaser of a residential lot or lots situated within Division No. 18 shall become a member of Useless Bay Colony, Inc, a non-profit Washington Corporation (hereinafter "the Corporation") on the following terms and conditions:

(a) Each membership in the Corporation shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Corporation, including any amendments or revisions thereof, which may hereafter be effected from time to time.

(b) Each fee owner and/or contract purchaser shall maintain aforesaid Articles, By-Laws and Rules and Regulations, as long as they shall continue to have a fee owner's or contract purchaser's interest in said residential lot or lots. The membership shall cease and terminate upon the legal transfer of ownership of said residential lot or lots by the member (it being understood that the sale of the realty under a real estate contract or assignment of a vendee's interest in a real estate contract shall constitute a transfer of ownership for the purpose of termination of membership).

(c) Each member shall pay when due all fees, dues, charges or assessments which may from time to time become payable to the Corporation; and any default or defaults on such obligations or otherwise with regard to the member's duties and obligations as a member of the Corporation, shall subject said defaulting member and/or the residential lot or lots owned or

AGR

04194076.005 02/12/07

4194076  
Page: 5 of 6  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR R

being purchased by said defaulting member to such claims, damages, liens, mortgages, penalties and/or other liabilities as may not or hereafter be provided for by law or in the aforesaid Articles, By-Laws and Rules and regulations of the Corporation.

Term. The conditions, covenants, restrictions, reservations and easements set forth in Declaration of Protective Restrictions shall remain effective in perpetuity thereafter unless terminated or modified in accordance with the paragraph 10 hereof.

Amendments. This Declaration of Protective Restrictions may be amended, revised or terminated, in whole or in part, by the approval of 75% of the combined total of all of the owners of all residential lots in Division 18. The term owners as used in this paragraph 10 shall be deemed to include persons purchasing residential lots under real estate contracts but shall exclude sellers under real estate contracts (and assignors of vendee's interests, etc.). When voting on any proposed amendment, revision or termination, each owner shall be entitled to one vote for each residential lot owned or being purchased by him.

Severability. Invalidation of any one of these Covenants or Protective Restrictions by judgment or court order shall in no way affect any other Covenants or Protective Restrictions that shall remain in full force and effect.

Dated as the 9<sup>th</sup> day of February, 2007.

Hillis Drive, LLC

By [Signature]  
Charles Edwards, Manager

State of Washington )  
County of ISLAND )ss

I, The undersigned, a notary Public in and for the above named County and State, do hereby certify that on this 9<sup>th</sup> day of FEBRUARY, 2007, personally appeared before me CHARLES W EDWARDS to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as I free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]  
Notary Public in and for the State of Washington,  
residing at

GREEN BANK

AGQ

04194076.006 02/12/07



4194076  
Page: 8 of 8  
02/12/2007 02:59P

ISLAND COUNTY AUDITOR

R

EXHIBIT 'A'

DESCRIPTION

A. Parcel A. Island County Tax Parcel No. S8340-17-00999-0, legally described as Tract 999, Plat of Useless Bay Colony Div. 17, as recorded in volume 13 of Long Plats, pages 158-159, records of Island County, Washington, AND

B. Parcel B. Island County tax parcel R32918-502-0900, legally described as: That portion of Government Lot 1, Section 18, Township 29 North Range 3 East, W.M., being a parcel of land lying Southerly and Easterly of the right of way of Secondary State Highway 1-D and Northerly of the Plat of Useless Bay Colony Division NO. 17, as per plat recorded in Volume 13 of Plats, Pages 158 and 159, records of Island County, Washington, and West of Lots 44 and 45 Useless Bay Beach and Country Club Division 10 as recorded in Volume 10 of Plats, Page 72 through 75, Records of Island County Washington.

Except that part lying westerly of the following described line:

Beginning at the Northeast corner of Tract 997 of Useless Bay Colony Division 17 as recorded in Volume 13 of Plats, Page 159, Records of Island County, Washington;  
thence North 45 16'08" East a distance of 34.22 feet;  
thence North 12 57'39" East a distance of 37.20 feet;  
thence along a curve to the left, said curve having a central angle of 34 49'13", a radius of 123.14 feet for a distance of 74.83 feet to the Southerly right-of-way of Highway 525 and the terminus of this line.

Situate in the County of Island, State of Washington.

*[Handwritten signature]*

*H&H Properties Inc.  
2438 East Hwy 525  
Lacey, WA 98260*

#97 004631 TYPE: R \$14.00  
BK 724 PG 482 4/7/97 11:12:11 AM  
ISLAND COUNTY AUDITOR  
DEPUTY: LR REQUESTED BY:  
H&H PROPERTIES INC

DECLARATION OF PROTECTIVE RESTRICTIONS FOR THE PLAT  
OF  
USELESS BAY COLONY, INC., DIVISION NO. 17

Declaration:

WHEREAS, the undersigned are the owners of all of the real property included within the plat of USELESS BAY COLONY, INC., DIVISION NO. 17, as recorded in Volume 13 of Plats, Page 158, records of Island County, State of Washington (hereinafter called Division No. 17) and;

NOW, THEREFORE, the undersigned hereby declare as follows:

1. GENERAL PROVISIONS: All of the real property situated within Division No. 17 is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth in this Declaration of Protective Restrictions, all of which shall run with the land and be binding upon all of the present and future owners of said real property and all persons claiming under them as hereinafter provided.

*16-6-4*



2. STREETS: Streets are owned and maintained by Useless Bay Colony, Inc.

3. BUILDING RESTRICTIONS AND LIMITATIONS: All lots in Division No. 17 shall be used for residential purposes only (which lots are hereinafter sometimes designated as "residential lots"). Set back lines for building purposes shall be twenty (20) feet from the front street lot line, six (6) feet from each side lot line, and twenty (20) feet from rear lot line.

Prior to building, plans for such buildings will be submitted for approval to H & H PROPERTIES, INC., or its nominee, showing particularly North, South, East and West elevations, outside construction materials, exterior color or colors, any decks or fences, and the location of such building or buildings on the lot plot plan. Buildings shall be sited to protect view corridors as much as possible. Such approval will be presumed unless within thirty (30) days after the submission of the plans and specifications said H & H PROPERTIES, INC., or its nominee, gives notice in writing of its disapproval thereof.

16-9-87

Prior to landscaping, a plan of the overall landscaping theme showing all plantings shall be submitted to H & H PROPERTIES, INC., or its nominee, for approval. Any noxious weeds such as blackberry bushes, thistles, tansy ragwort, etc., shall be controlled by mowing and/or spraying. All unimproved lots shall be kept in a manner which would prevent fires and be in keeping with the overall aesthetic appearance of the Useless Bay Colony Community. Propane tanks must be screened to conform to aesthetic appearance of the community.

A temporary construction trailer shall be allowed during the building phase but must be removed no later than thirty (30) days after the occupancy permit has been issued. Current Island County Building Codes will be followed.

No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single family dwelling for single family occupancy only, the habitable main floor area of which, exclusive of basement, garage, open entry, porches and patios, shall be not less than one thousand eight hundred (1,800) square feet, except a private garage and other outbuildings appurtenant to any dwelling house, such as garden house, pergola, conservatory or other similar structure, architecturally in harmony herewith and of permanent construction and incidental and necessary to residential use of said residential lots. No boats, motor homes, or trailers shall be stored on the property. All structures shall be of new construction and no dwelling on Lots 1 through 5 shall be more than fifteen feet (15') in height as measured from the edge of Hillis Drive at the center point of the lot to the roof ridge line, and on Lots 6 through 8 the dwelling height shall not exceed twenty-two and one-half feet (22½') from the center of the lot to the roof ridge line. No structure shall be occupied as a residence until the installation of adequate plumbing, including connection to septic tanks or sewer. Driveways shall be built over a 12" culvert pipe of acceptable material, as approved by Island County, laid in existing drainage ditch. All drainage from roofs and footing drains shall be contained or detained on each individual lot.

4-7-97  
15-8-97

All landscaping and erection of the main dwelling shall be completed within twelve (12) months from the inspection date of the building foundation.

No fence, wall or hedge that has a screening effect shall be erected, located, planted or maintained upon the parcel without the written approval of H & H Properties, Inc., or assigns. No fence shall be constructed in a manner which would unreasonably obstruct the view from any other parcel and shall not exceed six (6) feet in height.

4. NOXIOUS USE OF PROPERTY: No noxious, illegal or offensive activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

No goods, equipment, trucks, vehicles or paraphernalia used or designated for use in connection with any business, service or trade shall be kept or stored in the open on any residential lot or street. No commercial signs shall be placed on any lot or structure.

5. ANIMALS: No fowl, rodents, hogs, cattle, horses, sheep, goats or similar livestock shall be maintained on the residential lots at any time. Household pets, i.e., cats, small dogs and birds shall be permitted provided dogs are on a leash and not allowed to roam without supervision. Failure to abide by Island County Animal Ordinance will cause animal to be impounded in the Island County Animal Shelter. No exotic animals, i.e, potbelly pigs, snakes, etc., shall be permitted.

4-7-97

6. ROOF: All roof coverings must be of top quality materials. Roofs may be shake, shingle, tile or composition; however, any composition roof must be 40-year Celotex "Presidential" or equivalent approved by H & H Properties, Inc., or assigns. No metal roofs shall be allowed. No roof of less than 4/12 pitch shall be allowed unless approved by H & H Properties, Inc., or assigns.

7. ELECTRICAL, TELEPHONE, AND CABLE TV SERVICE ENTRANCE: All service wires shall be located underground from the street utilities to the entrance of private buildings. No overhead lines will be permitted on any residential lot or building thereon.

8. USELESS BAY COLONY, INC.: Each fee owner or contract purchaser of a residential lot or lots situated within Division No. 17 shall become a member of Useless Bay Colony, Inc., a non-profit Washington corporation (hereinafter in this paragraph 8 called the Corporation) on the following terms and conditions:

(a) Each membership in the Corporation shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Corporation, including any amendments or revisions thereof, which may hereafter be effected from time to time.

(b) Each fee owner and/or contract purchaser shall maintain their membership in the Corporation in good standing, subject to the aforesaid Articles, By-Laws and Rules and Regulations, as long as they shall continue to have a fee owner's or contract purchaser's interest in said residential lot or lots. The membership shall cease and terminate upon the legal transfer of ownership of said residential lot or lots by the member (it being understood that the

4-9-87

sale of the realty under a real estate contract or assignment of a vendee's interest in a real estate contract shall constitute a transfer of ownership for the purpose of termination of membership).

(c) Each member shall pay when due all fees, dues, charges or assessments which may from time to time become payable to the Corporation; and any default or defaults on such obligations or otherwise with regard to the member's duties and obligations as a member of the Corporation, shall subject said defaulting member and/or the residential lot or lots owned or being purchased by said defaulting member to such claims, damages, liens, mortgages, penalties and/or other liabilities as may not or hereafter be provided for by law or in the aforesaid Articles, By-Laws and Rules and Regulations of the Corporation.

9. TERM: The conditions, covenants, restrictions, reservations and easements set forth in Declaration of Protective Restrictions shall remain effective in perpetuity thereafter unless terminated or modified in accordance with paragraph 10 hereof.

10. AMENDMENTS: This Declaration of Protective Restrictions may be amended, revised or terminated, in whole or in part, by the approval of 75% of the combined total of all of the owners of all residential lots in Division 17. The term owners as used in this paragraph 10 shall be deemed to include persons purchasing residential lots under real estate contracts but shall exclude sellers under real estate contracts (and assignors of vendee's interests, etc.). When voting on any proposed amendment, revision or

4-9-87

termination, each owner shall be entitled to one vote for each residential lot owned or being purchased by him.

11. VIOLATION: In the event of the violation of any of the conditions, covenants, restrictions, reservations or easements set forth in this Declaration of Protective Restrictions, it shall be lawful for an owner (including contract sellers and purchasers) of any real property situated within Useless Bay Colony, Inc., to prosecute any proceedings at law or in equity against such person or persons causing or attempting to cause any such violations, and to prevent him or them from so doing or to recover damages arising from any such violation, or both.

12. INVALIDATION: Invalidation of any of the conditions, covenants, restrictions, reservations or easements set forth in this Declaration of Protective Restrictions by a judgment of any Court of competent jurisdiction shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

Dated as of the 7<sup>th</sup> day of APRIL, 1997.

H & H PROPERTIES, INC.

By William H. Siwers  
President

By Robert B. Olson  
Secretary

7 of 7

44-97

AHC

04194075.001

02/12/07

Return Name & Address:

HILLS DRIVE LLC

PO Box 340

Freeport WA 98249



ISLAND COUNTY AUDITOR

R

4194075

Page: 1 of 7

02/12/2007 02:59P

Please print or type information

<b>Document Title(s) (or transactions contained therein):</b>	
1. DECLARATION OF COVENANTS, CONDITIONS AND 2. RESTRICTIONS LANDSCAPE BUFFER MAINTENANCE	
<b>Reference Number(s) — (recording number of document being assigned, released, re-recorded, etc.)</b>	
<b>Grantor(s) (Last name first, then first name and initials — seller, assignor, signator)</b>	
1. HILLS Drive LLC 2. 3.	
Additional names on page ____ of document.	
<b>Grantee(s) (Last name first, then first name and initials — buyer, assignee, notice given to)</b>	
1. HILLS Drive LLC 2. 3.	
Additional names on page ____ of document.	
<b>Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)</b>	
Portion of Gov't Lot 1, Sec 18 Twp 29 N R 3 E TRACT 999 Upsilon Bay Colony Div 17 Additional legal description is on page ____ of document.	
<b>Assessor's Property Tax Parcel or Account Number:</b>	
R 32918-502-09000 S 8340-17-00999-P Additional references on page ____ of document.	

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.