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P. O. Box 517,  
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**DIV 15** COVENANTS  
ARE PERMANENT

**DECLARATION OF P.....  
DIVISION 15, PLAT OF USELESS BAY COLONY, INC.**

THIS DECLARATION OF COVENANTS is made and entered into on the dates hereinbelow specified by GRANTOR, H& H Properties, Inc., a Washington corporation hereinafter referred to as "Declarant", and is evidenced by the following:

WHEREAS, DECLARANT is the owner of Island County Assessor's Parcel Nos. R22924-415-3450, R22924-420-3690, R22924-425-3880, and R22924-432-4120 specifically described as follows:

Tracts 1, 2, 3, and 4 of Division 15, Plat of Useless Bay Colony, Inc. as per that survey recorded Under Auditor's File No. 94026483 in book 9 of Surveys, pages 64 & 65, records of Island County, Washington.

TOGETHER WITH Tidelands of the second class abutting thereon.

SUBJECT TO AND TOGETHER WITH that "Easement and maintenance Agreement" recorded Under Auditor's File No. 94026175, in book 682, Pages 2355 through 2357, records of Island County, Washington;

SUBJECT TO AND TOGETHER WITH all other easements, restrictions, covenants, and conditions of record.

All Situate in Government lot 1 (and associated tidelands) in the East 1/2 of Section 24, Twp. 29N., R 2 E.W.M.; County of Island, State of Washington; AND

WHEREAS, DECLARANT did create the subject Tracts 1 through 4, of Division 15, Plat of Useless Bay Colony, Inc., and is currently sole owner of said Tracts; AND

WHEREAS, The subject Tracts 1 through 4 of said Division 15 are served by non-exclusive easement(s) for ingress, egress, and utilities, under, across, over and upon their properties which said easement(s) are currently of record; AND

WHEREAS, DECLARANT now desires to establish provisions for the joint use, maintenance, and operation of the roads, utilities, or other improvements within said easement(s) and any other easement(s) hereafter created or added; AND

WHEREAS, DECLARANT now ALSO desires to establish covenants, restrictions, and provisions regarding future development of said Tracts AND precluding their future sub-division for the same uses and purposes herein established; AND

WHEREAS, DECLARANT now ALSO desires to establish an Architectural Control Committee consisting of Declarant, it's successors or assigns; AND

WHEREAS, DECLARANT now ALSO desires to require that ownership of said Tracts 1 through 4 of said Division 15 shall include the rights and responsibility of membership in the Useless Bay Colony, Inc., a non-profit Washington Corporation, and its successors; AND

WHEREAS, DECLARANT now ALSO desires to establish certain areas of the Tracts within said Division 15 as "Conservation Areas".

NOW THEREFORE, DECLARANT, for and in consideration of benefits to accrue to their property, and other valuable consideration, receipt of which is hereby acknowledged, declares, grants, conveys, and confirms the easement(s) hereinabove described or referenced, and declares for itself, its heirs, successors or assigns, for the mutual benefit of owners present and future, the following covenants which shall run with the land:

## I. ROAD MAINTENANCE PROVISIONS

- 1.1 **Introduction:** The current or future owners of all Tracts within said Division 15, Plat of Useless Bay Colony, Inc., their heirs, successors and assigns, shall equitably maintain roadways and utilities within easement(s) serving their respective Tracts in a manner consistent with applicable County standards for Private Roads and in accordance with the following provisions:
- 1.2 **Use Restrictions:** The Owners of all Tracts served or affected by said easement(s) their heirs, successors, and assigns, shall make no use of the land occupied by said easement(s) except for ingress, egress, and utilities, consistent with the purposes of said easement(s). The North/South running portion of said easement(s) shall be restricted from vehicular use except as needed for emergencies, maintenance and repair of the dike and utilities, and temporary use during times of heavy construction activity on the Tracts within Division 15. Said permitted temporary construction use does not include simple construction on individual Tracts of septic drainfield systems, or normal construction of residences and accessory structures. Such temporary heavy construction use of the North/South portion of the dike/road easement will be only for those limited instances requiring heavy truck or equipment traffic, and such use shall be subject to a professional engineer's examination and report stating that said dike/road is structurally sound and sufficient to support the uses proposed. Said report shall be provided to the state Department Of Ecology (DOE) and the Island County Department of Planning and Community Development (ICPCD) Prior to use of said North/South running easement section by heavy equipment or trucks.
- 1.3 **Rights of Passage:** In exercising the rights herein established, the owners of Tracts served or affected by said easements, their heirs, successors, and assigns, may pass and repass over said easements, may cut and remove brush, trees, and other obstructions within said easement(s) which, in the opinion of said Tract owner(s), interfere with the uses and purposes of said easement(s), and may conduct such construction practices necessary to make use of said easement(s) for the purposes specified, except that no actions are permitted which may in any way compromise the long or short term structural integrity of the existing sea dike upon which any of said easement(s) may be situate.
- 1.4 **Maintenance of Easements within Division 15:** The owners of Tracts served by said easement(s) shall be proportionately responsible, for the maintenance and repair of all

private roadways constructed within said easement(s) serving or traversing their respective Tracts.

- 1.5 **Extraordinary Use Repair Provision:** Any extraordinary wear and tear attributable to the use of the road by any single owner or that owner's agents or guests shall be repaired at the expense of that owner, regardless of whether or not there is a residence established or under construction on that owner's parcel.
- 1.6 **Driveways.** The road(s) serving the Tracts subject to these covenants has been or will be constructed approximately within the easement(s) provided for such purposes. Any driveway which is located on, or serves, only an individual Tract, shall be solely maintained by the owner of that Tract.
- 1.7 **County Standards:** The road(s) and any private road name signs and/or stop sign(s) within or adjacent to any of the aforementioned easement(s) shall be maintained consistent with Island County standards for such private roads and/or signs.
- 1.8 **Cost sharing for roads within or serving Division 15 :** Roadway maintenance, timing, financing, or cost sharing for any roads within said easement(s) shall be in a manner determined by owners representing a simple majority of Tracts 1 through 4 of said Division 15, Plat of Useless Bay Colony, Inc. their heirs, successors, or assigns.
- 1.9 **Notice of Maintenance Contribution Due.** Owners of all Tracts within Division 15 shall cooperate with each other in determining the maintenance required to keep roads in reasonable repair and the cost thereof. Except for emergency repairs, said owners shall agree to the maintenance in advance of the work being done. Any owner(s) not responding to advance written notices from other owner(s) of intention to conduct maintenance and repairs shall be deemed to have agreed to said reasonable maintenance and repair. Contribution toward expenses of road maintenance shall be due within sixty (60) calendar days of written notice from the designated owner(s) or party or parties paying the expense. Unpaid contributions shall accrue interest at the rate of 12% per annum. Any owner(s) with a right to reimbursement may file a lien upon the parcel of the owner(s) owing a contribution if such contribution is not paid within ninety (90) days of written notice thereof. Said liens may be foreclosed under the laws of the State of Washington, and the proceeds of sale applied to reimburse the owner(s) who have maintained the road at their expense. Attorney's fees and costs, if any are reasonably incurred in efforts to collect assessment or enforce lien rights, shall be assessed to the delinquent owner and added to the amount of the lien.
- 1.10 **Notice-How Delivered.** Any notices required to be delivered herein shall be deemed delivered three (3) days (not counting Sundays or Holidays) after postmarked and mailed by first class certified mail, return receipt requested, to the address of owners as provided by said owners. Any new owner shall have the obligation to notify other owners of Tracts in Division 15 (or their designee) of the address to be used for such notices. If no such notice is given, or address known, the address stated in the county tax rolls as of the date of postmark of the notice is hereby authorized and shall be used.
- 1.11 **Warning #1 :** Island County has no responsibility to build, improve, maintain, or otherwise service the private road(s) contained within, said Division 15 or leading to it, or otherwise providing service to the above-referenced Tracts.

- 1.12 **Warning #2 :** Useless Bay Colony, Inc. has no responsibility to build, improve, maintain, or otherwise service the private road(s) constructed within the easement(s) described in the document titled "Easement and Maintenance Agreement" recorded Under Auditor's File No. 94026175, in book 682, Pages 2355 through 2357, records of Island County, Washington; providing service to the above-referenced Tracts.

## II. BUILDING AND SUB-DIVISION RESTRICTIONS

- 2.1 **Single Family Residence use Restriction(s):** Any and all Tracts within Division 15, Plat of Useless Bay Colony Inc., shall be restricted in use to the development of single family residences and appurtenant accessory structures and improvements. Commercial or industrial uses (except approved home occupations) within Division 15 are prohibited by these covenants as are uses involving the provision of commercial over-night lodging of any kind including, but not limited to, Bed & Breakfast Rooms, Inns, or Hostels of any kind. Development of single family residences shall be limited to the "Development Envelopes" lying South of the East/West running dike/road easement. "Development Envelopes" lying North of said East/West running easement section may be used only for construction of "passive use" structures such as garages, barns, greenhouses, studios, or storage buildings. Guest houses or other residential accommodations are prohibited in said northern "Development Envelopes".
- 2.2 **Subdivision prohibited:** Further subdivision of Tracts 1 through 4 of Division 15, Plat of Useless Bay Colony, Inc. is prohibited. This does not preclude boundary line adjustments in accordance with applicable laws, ordinances, codes and duly adopted regulations.
- 2.3 **Architectural Control Committee established:** The Declarant herein, its successors or assigns, is hereby established as the Architectural Control Committee for the review and approval of all structural and site development within Division 15, Plat of Useless Bay Colony, Inc.
- 2.4 **Development subject to Review:** No building, structure, fence, or recreational facility shall be erected placed, altered or maintained in Division 15 until the building plans, specifications, and site plan, showing the elevations, exterior materials, heights, fences, exterior colors and location have been approved by the Architectural Control Committee, its successors or assigns, as designated by the Declarant, herein, with respect to these restrictions and any such maintenance shall be in conformance with such approval.
- 2.5 **Construction priority:** No building, trailer, tent, or structure of any kind shall be erected on any residential Tract within Division 15 prior to the erection of the main dwelling unit or residence thereon without the prior written permission of the Declarant herein its successors or assigns, acting as the Architectural Control Committee. With such written permission, a garage, workshop, or other small building may be erected for the purposes of storage, or other activities, assisting in the construction of the permanent dwelling or residence. Any such minor structures, unless approved as permanent accessory structures by the Architectural Committee, shall be removed from the applicable Tract within twelve (12) months after construction of the permanent dwelling or residence begins.
- 2.6 **Setbacks:** No building or structure shall be built closer than twenty (20) feet to the margin of any street or road easement nor closer than ten (10) feet to any property line of

any adjacent residential Tract. No structure shall be constructed within twenty-five (25) feet of the upland boundary of the "Dune Conservation Area" hereinbelow described except for decks and patios at grade (no higher than 6 inches above finished grade) which may be constructed no closer than ten (10) feet to the upland "Dune Conservation Area" boundary. Overhangs may be permitted no more than four (4) feet into any of setbacks herein established. All setbacks and building lines shall be strictly observed.

- 2.7 **Wetlands and buffers:** The Boundaries of wetlands and buffer areas North and South of the east/west running dike/road easement within Division 15 are shown on the Attached "Exhibit 'A' Site Plan" maps. There shall be no development within nor alteration of said wetland areas or their buffers, unless otherwise authorized by Island County and the Washington State Department of Ecology in accordance with applicable laws, ordinances, codes and duly adopted regulations. All owners of Tracts within Division 15 shall be responsible for ascertaining for themselves the precise location of said wetland and buffer boundaries and complying with this restriction. Initial field staking (together with legal description) of said wetland boundaries will be provided by Declarant herein prior to any conveyance of any Tracts within Division 15. In no case shall any development occur within Deer Lagoon or any other regulated wetland adjacent to Tracts 1 through 4.
- 2.8 **Minimum floor area per residence:** The habitable main floor area of any single family residence constructed within Division 15, shall be not less than 2000 square feet exclusive of garage(s) whether attached or detached, open entries, porches, patios, or decks.
- 2.9 **Underground Utilities:** All utility connections shall be located underground throughout said Division 15.
- 2.10 **Accessory Structures:** All accessory structures such as garages, barns, and other outbuildings appurtenant to any dwelling such as workshops, studios, guest houses, garden houses, green houses, pergolas, conservatories sheds, or other similar structures, shall be architecturally in harmony with the primary residence and be of permanent construction materials, and be incidental and necessary to residential use of said Tracts within Division 15. All structures shall be of new construction. Any outside above ground oil, propane or other fuel tanks shall be screened from view of neighboring parcel or lots.
- 2.11 **Completion of Work:** Any structure built on any lot shall be completed to the extent of completion and painting of the exterior walls and roof, including windows and exterior doors within twelve (12) months after commencement of construction. No structure of a temporary character shall be used as a dwelling. Examples include, but are not limited to, trailers, mobile homes, basements, tents, shacks, garages, or other outbuildings.
- 2.12 **Permanent dwellings:** No previously constructed building will be allowed to be moved in or placed on any Tract within said Division 15, nor shall mobile homes, manufactured homes, park model trailers and similar pre-built living units be permitted on any Tract. Recreational vehicles, including motor homes and trailers, may be parked on a Tract if screened from view of other homes on adjacent properties and if NOT used as permanent living units.
- 2.13 **Height Restrictions:** No residence or accessory structure shall exceed a height of thirty-five (35) feet measured from the point where the structure's foundation meets the highest natural grade level on the site.

2.14 **Compliance with Zoning:** All Tracts and improvements thereon shall be used consistent with applicable provisions of the Island County zoning ordinance as now existing or hereafter amended.

2.15 **Occupancy:** No structure shall be occupied as a residence until the installation of adequate plumbing, including connection to an approved sewage septic system, is completed in accordance with applicable governmental regulations. No residential occupancy shall occur until all applicable governmental permits and approvals are obtained and associated standards for development have been met.

### III GENERAL PROVISIONS

3.1 **Useless Bay Colony membership required:** All fee owners or contract purchasers of residential Tract(s) situate within Division 15, Plat of Useless Bay Colony, Inc. shall become members of USELESS BAY COLONY, INC., a non-profit Washington corporation, and its successors or assigns (hereinafter in this section called the "Corporation") on the following terms and conditions :

a. Each membership in the Corporation shall be governed by the Articles of Incorporation, (or "Articles") By-laws, rules, and regulations of the Corporation, including any amendments or revisions thereof which may hereafter be affected from time to time.

b. All Fee owners or contract purchasers shall maintain their memberships in the Corporation in good standing, subject to the aforesaid Articles, By-laws, rules, and regulations, as long as they shall continue to have a fee owner's or contract purchaser's interest in said residential Tract(s). The membership shall cease and terminate upon bona fide transfer of ownership of said Tract(s) by the members. For purposes of this Section, the sale of the applicable Tract(s) under a real estate contract, or note and deed-of-trust, or assignment of a seller's interest in real estate contract or note and deed-of-trust shall constitute a transfer of ownership for the purpose of termination of membership.

c. All members shall pay, when due, all fees, dues, charges, or assessments which may from time to time become payable to the Corporation; and the default or defaults on such obligations or otherwise with regard to the members' duties and obligations as members of the Corporation, shall subject said all defaulting members and/or the residential Tract(s) owned or being purchased by said defaulting members to such claims, damages, liens, mortgages, penalties, and/or other liabilities as may now or hereafter be provided for by law or in the aforesaid Articles, By-laws, rules, and regulations of the Corporation.

3.2 **Tract/Lot Maintenance:** All Tracts within Division 15 shall be properly maintained in manners that prevent infestation of noxious weeds or vegetation, respect the natural environment, and prevent pollution or blight. No noxious, noisy, illegal, or offensive activity shall be carried out upon any Tract, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

a. No Tract shall be used or maintained as a dumping ground for rubbish.

b. Trash, garbage or other waste shall be kept except in approved sanitary containers.

- c. All vehicles parked on Tracts shall be actively licensed and registered and generally operable.
- d. No goods, signs, equipment, trucks, vehicles, or paraphernalia used or designed for use in connection with any business, service, or trade shall be kept or stored in the open on any residential Tract or Street.
- e. No commercial activity of any kind, except a Home Occupation which does not detract from the residential character of Division 15, and which is in full compliance with applicable zoning ordinances of Island County, Washington, shall be conducted on any Tract.
- f. No individual sewage disposal system shall be permitted on any Tract unless such system is designed, located and constructed in accordance with the requirements and standards of the Island County Health Department and approval of such systems, as installed, shall be obtained from such applicable authority.
- g. Fences or hedges are allowed, but shall not exceed six (6) feet in height from finished grade. The design and location of any fences or shrubbery shall be submitted to the Architectural Control Committee concurrently with the submission of building plans. Shrubby, trees, or hedges higher than six (6) feet in height may be approved by the Architectural Control Committee as part of site landscape plans.
- h. No fowl, rodents, swine, or cattle shall be maintained on Tracts within Division 15 at any time. Household pets shall be permitted, provided they are not kept, bred, or raised for commercial, business, trade, or profit purposes. All pets must be kept on a leash, or otherwise controlled, when not confined to the owner's Tract. The owner of any animal must observe and obey all laws and regulations applicable to a resident of Island County pertaining to the care, control, and husbandry of animals and pets. No more than one accessory structure on any Tract shall be permitted for use in the housing of household pets or other animals not prohibited by these covenants or the Articles and By-laws of Useless Bay Colony, Inc. Any such structure shall be located not less than twenty-five (25) feet from any property line or from a place of human habitation other than that of the owner.

#### IV. DUNE CONSERVATION AREAS

- 4.1 Dune Conservation Area established and described: There is hereby created and dedicated an area within the boundaries of Division 15, Plat of Useless Bay Colony, Inc. to be known as the "Dune Conservation Area", which area shall traverse the southern portion of each of the Tracts 1 through 4 within said division and the Eastern portion of Tract 4. Said Dune Conservation Area is more particularly described as follows:

All of that Area Lying South and East (Water-ward) of the following described Line:  
Commencing at the Survey monument located at the intersection of the East/West centerline of Shore Ave. with the West line of Tract -1 of Division 15, Plat of Useless Bay Colony, Inc. As per that survey recorded Under Auditor's File No. 94026483 in book 9 of Surveys, pages 64 & 65, records of Island County, Washington; THENCE S 22°59'50" E a distance of 30.24 feet; THENCE S 15°49'00" E a distance of 146.19 feet along the West line of Tract 1 to the TRUE POINT OF BEGINNING; THENCE N 80°03'24" E a distance of 228.96 feet to a point on the common boundary between Tracts 1 and 2 ; THENCE N 71°19;18" E a distance of 229.28 feet to a point on the common

boundary between Tracts 2 and 3; THENCE N 77°28'49" E a distance of 239.95 Feet to a point on the common boundary between Tracts 3 and 4; THENCE N 83°32'25" E a distance of 89.02 feet; THENCE N 68°42'17" E a distance of 146.22 feet; THENCE continue N 68°42'17" E a distance of 55.42 feet; THENCE N 44°47'56" W a distance of 23.22 feet; THENCE N 70°18'31" W a distance of 130.21 feet; THENCE N 75°38'13" W a distance of 37.17 feet; THENCE S 82°30'26" W a distance of 49.03 feet; THENCE S 75°17'21" W a distance of 36.81 feet; THENCE N 21°25'26" W a distance of 28.72 feet to the end of said line.

- 4.2 **Restrictions:** Said Dune Conservation Area shall be maintained in its natural state. Except as provided in section 4.4 or 4.5 below, there shall be no clearing or grading within said area, including removal of driftwood, nor any introduced decorative landscaping such as lawns, shrubs, trees, etc.
- 4.3 **Building Setbacks:** No structures, excluding decks, patios, or roof overhangs, shall be constructed within twenty-five (25) feet of the upland boundary of the Dune Conservation Area hereinbelow described.
- 4.4 **Limited development:** Development within said Dune Conservation Area shall be prohibited with the exception one pedestrian beach access trail per each Tract within said Division 15. Tract owners may have one five (5) foot wide trail per each Tract, or one common joint 10 ft wide trail per each two tracts. Such pedestrian access development shall be undertaken in a manner so as to minimize the impact of the trails on the dune environment. To the maximum extent feasible, alteration of land forms, vegetation, and driftwood shall be minimized. In any case there shall be no more than a total of four (4) such pedestrian trails to the beach within all of said Division 15; one on each tract.
- 4.5 **Pedestrian Trail Standards:** All pedestrian trails or walkways, on individual Tracts, within or through the Dune Conservation Area shall be no greater than five (5) feet in width. Tract owners, however, may construct one shared ten (10) foot wide pathway per two tracts. Any constructed portion of said trails (e.g. boardwalks) shall run no more in length than is necessary to connect directly from the Northern or upland boundary of the Dune Conservation Area to the Ordinary High Water Mark (OHWM), (currently identified as the vegetation line in attached Exhibit "A" Site Plan), along the Beach and tidelands. Natural pathways to the beach may extend no further seaward than the most seaward line formed by the driftwood along the beach, (currently identified as the Driftwood Line in attached Exhibit "A" Site Plan) as it now or hereafter exists. Driftwood may be moved or removed anywhere within the Pedestrian Trail areas within said Dune Conservation Area in order to permit free pedestrian access to the beach area and tidelands.
- 4.6 **Pedestrian Trail Materials:** Pedestrian Trails shall be at natural grade of in-place soils cleared of obstructive vegetation or driftwood or constructed of wood to create a "boardwalk" effect. Any such boardwalk shall be constructed no more than 12 inches above the natural grade within the Dune Conservation Area and may not extend seaward of the Ordinary High Water Mark (currently identified as the vegetation line in attached Exhibit "A" Site Plan).
- 4.7 **No Structures:** Except as necessary for the development of pedestrian trails mentioned above, there shall be no buildings, structures, or edifices of any kind including bulkheads, retaining walls, or other shoreline protection measures erected or installed within the boundaries of the Dune Conservation Area.



- 4.8 Septic Systems not permitted in Dune Conservation Area: Septic treatment systems such as pressure beds, sand filters, and drainfields shall not be installed within the Dune Conservation Area.

## V. DURATION, SEVERABILITY, AND ENFORCEMENT,

- 5.1 Duration: These covenants, easements, and provisions shall, in their totality, run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.
- 5.2 Enforcement : Enforcement of these covenants shall be by proceedings of law or in equity against any person violating or attempting to violate any covenant. Actions to restrain such violation or to recover damages therefrom may be brought by any owner. Any owners of Tracts within said Division 15, or USELESS BAY COLONY, INC., may sue and recover from any owner of any property which is subject to these covenants who refuses to participate in the maintenance and repair of commonly beneficial improvements within said Division 15 such as roads, signs, gates, utilities, or other appurtenances, or who refuse to comply with the provisions and restrictions contained within these covenants or with the Articles, By-laws, rules, and regulations of Useless Bay Colony, Inc. Such owners who refuse to share the costs or comply with these covenants, or the Articles, By-laws, rules and regulations of Useless Bay Colony, Inc., shall be liable for any attorneys' fees or court costs as may be required to secure performance in cost sharing or compliance with these covenants, or compliance with Articles, By-laws, rules and regulations of Useless Bay Colony, Inc.
- 5.3 Mortgage Holders and Contract Vendors Exempt from provisions: Any party who is identified as a holder of a mortgage, deed of trust, or as a seller in a real estate contract, shall not be responsible for compliance with these covenants or any associated cost sharing or payment of dues or assessments until or unless such party becomes the lawful owner in fee simple of the affected Tract described or otherwise comes into lawful possession of said affected Tract.
- 5.4 Liens: Any owner(s) with a right of reimbursement pursuant to these covenants, or USELESS BAY COLONY, INC., may file a lien upon the Tracts(s) of any owner(s) owing a contribution or assessment under these covenants, or pursuant to the Articles, By-laws, rules or regulations of the Useless Bay Colony, Inc. Said liens may be foreclosed under the laws of the State of Washington, and the proceeds of sale applied to reimburse the party or parties filing such liens for all just claims. Attorney's fees and costs, if any are reasonably incurred in efforts to collect assessment or enforce lien rights, shall be assessed to the delinquent owner(s) and added to the amount of the lien.
- 5.5 Third Party Tenancy: No tenancy by a third person shall relieve any owner of full responsibility for the performance of these covenants or compliance with Articles, By-laws, rules and regulations of Useless Bay Colony, Inc.
- 5.6 Severability: In the event that any part of these covenants shall be found invalid or inapplicable by a court of competent jurisdiction, such finding shall in no way effect any other parts or remainder of these covenants all of which shall remain in full force and effect.

Witness My/Our hand(s) on the dates hereinbelow acknowledged.

H & H Properties, Inc.

William H. Sievers  
SIGNATURE: William H. Sievers, President

Robert B. Olson  
SIGNATURE: Robert B. Olson, Secretary

**CORPORATE ACKNOWLEDGMENT:**

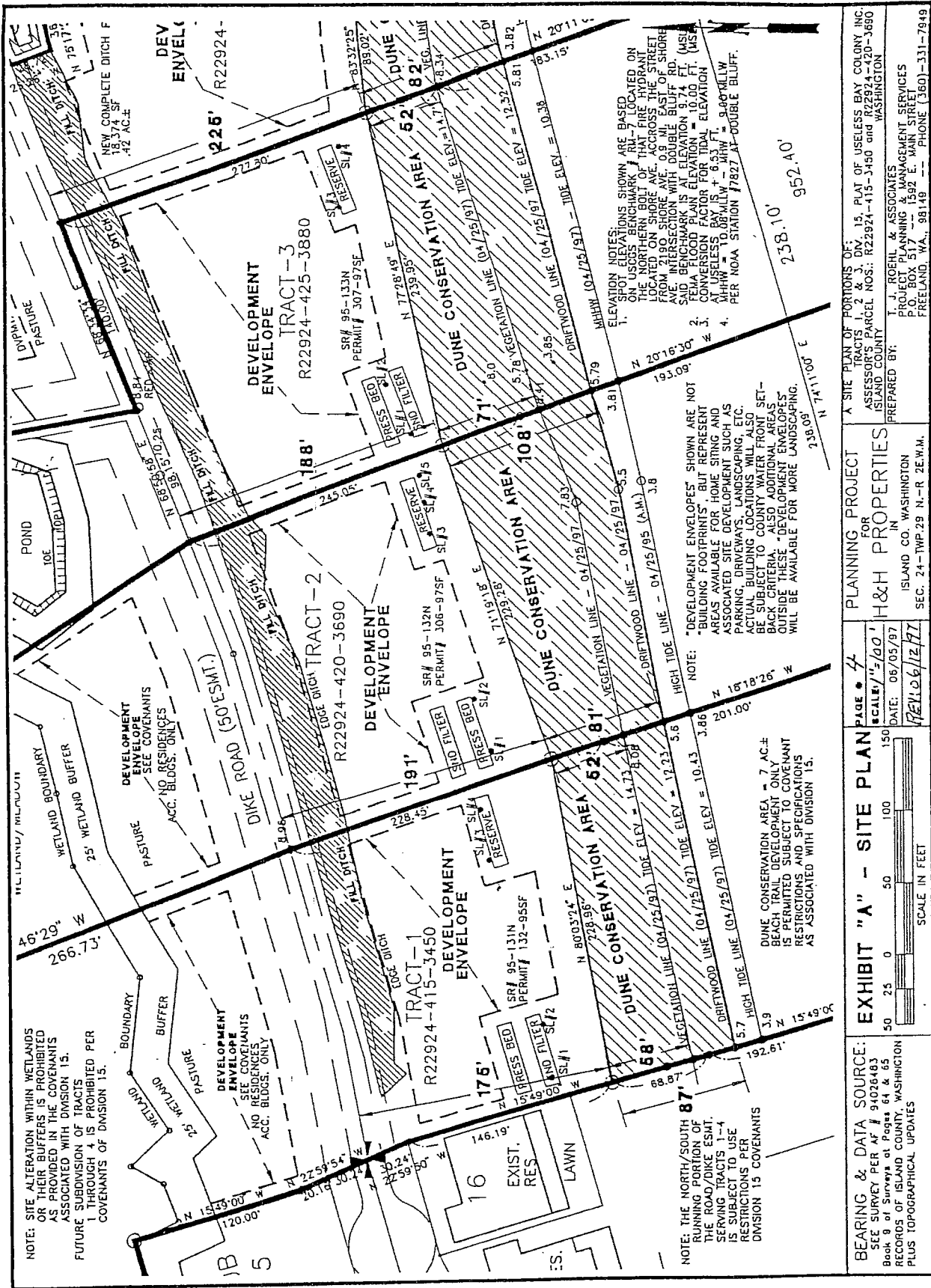
**SEAL**

STATE OF WASHINGTON )  
County of Island ) SS

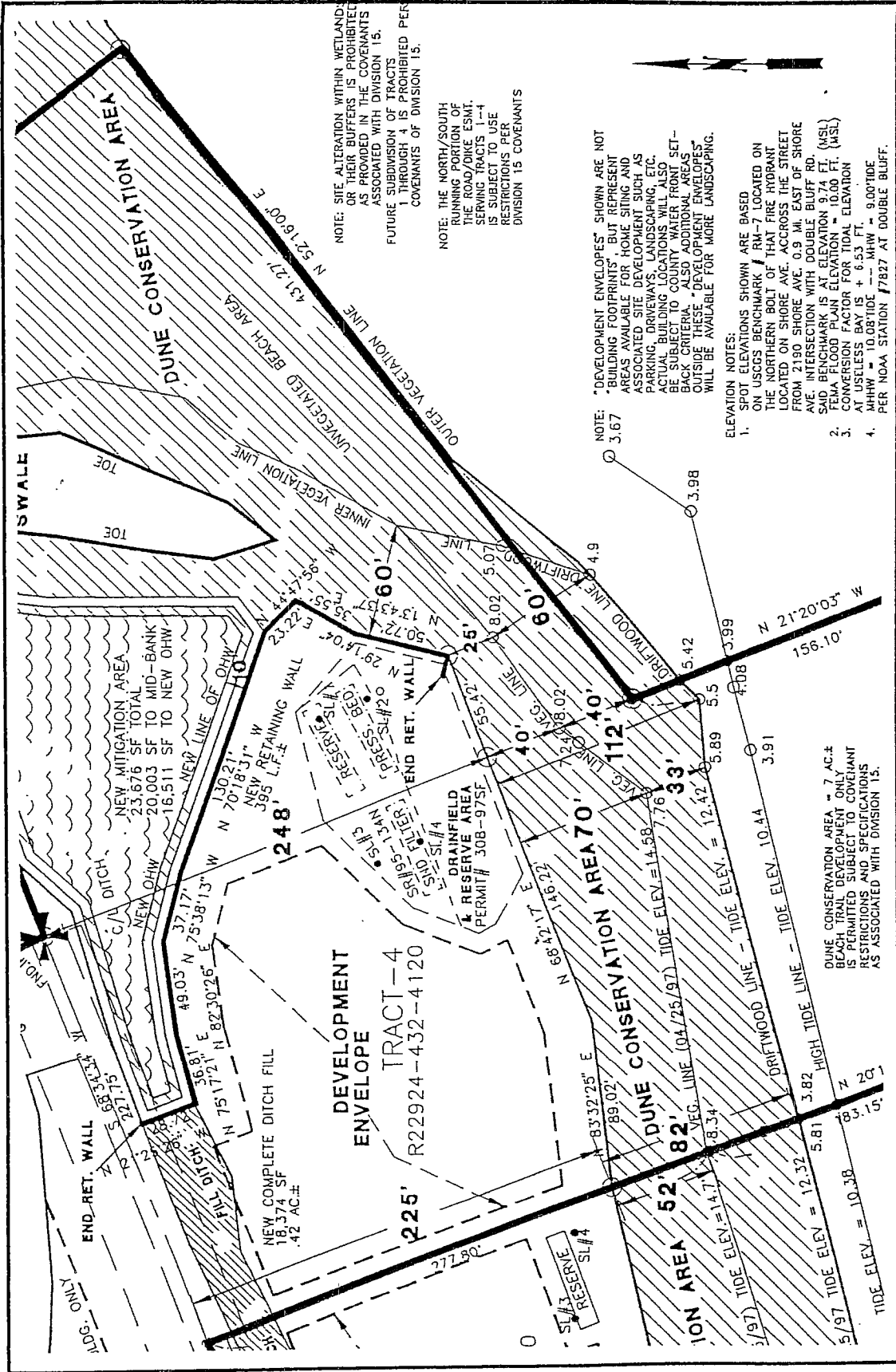
On this 12<sup>th</sup> day of August, 1997, before me, the undersigned, a Notary public in and for the State Of Washington, Duly Commissioned and Sworn, personally appeared William H. Sievers, and Robert B. Olson to me known to be the President and Secretary respectively, of H & H Properties, Inc., the Washington Corporation which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation as aforesaid for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument for said corporation and that the seal affixed (if any) is the seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Mary Jean Deppin  
Notary Public, in and for the State of Washington.  
residing at Langley  
My commission expires on 3-3-98.



<b>BEARING &amp; DATA SOURCE:</b> SEE SURVEY PER AF # 94026483 Book 9 of Surveys of Pages 64 & 65 RECORDS OF ISLAND COUNTY, WASHINGTON PLUS TOPOGRAPHICAL UPDATES	<b>EXHIBIT "A" - SITE PLAN</b> SCALE IN FEET 50 25 0 50 100 150	DATE: 06/05/97 PREPARED BY: <i>RELO/6/12/97</i>	PAGE # 44 SCALE: 1/2"=100' DATE: 06/05/97	PLANNING PROJECT FOR H&H PROPERTIES IN ISLAND CO. WASHINGTON SEC. 24-TWP.29 N.-R. 2E.W.M.	A SITE PLAN OF PORTIONS OF TRACTS 1, 2 & 3, DIV. 15, PLAT OF USELESS BAY COLONY INC. (ISLAND COUNTY) PARCEL NOS.: R22924-415-3450 and R22924-425-3880 PREPARED BY: J. ROHL & ASSOCIATES PROJECT PLANNING & MANAGEMENT SERVICES P.O. BOX 517 --- 1592 E. MAIN STREET FREELAND, WA. 98149 --- PHONE (360)-331-7949
		PREPARED BY: J. ROHL & ASSOCIATES PROJECT PLANNING & MANAGEMENT SERVICES P.O. BOX 517 --- 1592 E. MAIN STREET FREELAND, WA. 98149 --- PHONE (360)-331-7949			



NOTE: SITE ALTERATION WITHIN WETLANDS OR THEIR BUFFERS IS PROHIBITED AS PROVIDED IN THE COVENANTS ASSOCIATED WITH DIVISION 15. FUTURE SUBDIVISION OF TRACTS 1 THROUGH 4 IS PROHIBITED PER COVENANTS OF DIVISION 15.

NOTE: THE NORTH/SOUTH RUNNING PORTION OF THE ROAD/DIKE ESMI. SERVING TRACTS 1-4 IS SUBJECT TO USE RESTRICTIONS PER DIVISION 15 COVENANTS

\*"DEVELOPMENT ENVELOPE" SHOWN ARE NOT "BUILDING FOOTPRINTS" BUT REPRESENT AREAS AVAILABLE FOR HOME SITING AND ASSOCIATED SITE DEVELOPMENT SUCH AS PARKING, DRIVEWAYS, LANDSCAPING, ETC. ACTUAL BUILDING LOCATIONS WILL ALSO BE SUBJECT TO COUNTY WATER FRONT SET-BACK CRITERIA. ALSO ADDITIONAL AREAS OUTSIDE THESE "DEVELOPMENT ENVELOPES" WILL BE AVAILABLE FOR MORE LANDSCAPING.

- ELEVATION NOTES:
1. SPOT ELEVATIONS SHOWN ARE BASED ON USGS'S BENCHMARK # RM-7 LOCATED ON THE NORTHERN BOLT OF THAT FIRE HYDRANT LOCATED ON SHORE AVE. ACROSS THE STREET FROM 2190 SHORE AVE. 0.9 MI. EAST OF SHORE AVE. INTERSECTION WITH DOUBLE BLUFF RD. SAID BENCHMARK IS AT ELEVATION 9.74 FT. (MSL) FEMA FLOOD PLAN ELEVATION = 10.00 FT. (MSL)
  2. CONVERSION FACTOR FOR TIDAL ELEVATION AT USELESS BAY IS + 6.53 FT.
  3. CONVERSION FACTOR FOR TIDAL ELEVATION AT USLESS BAY IS + 6.53 FT.
  4. PER NOAA STATION #7827 AT DOUBLE BLUFF.

BEARING & DATA SOURCE:  
SEE SURVEY PER AF # 94026483  
Book 9 of Surveys of Pages 64 & 65  
RECORDS OF ISLAND COUNTY, WASHINGTON  
PLUS TOPOGRAPHICAL UPDATES

SCALE IN FEET

EXHIBIT "A" - SITE PLAN

PAGE 3

SCALE: 1" = 80'

DATE: 08/05/97

REV: 06/17/97

PLANNING PROJECT FOR H&H PROPERTIES IN ISLAND COUNTY

A SITE PLAN OF PORTIONS OF:  
TRACT 4, DIV. 15, PLAT OF USELESS BAY COLONY, INC.  
ASSESSOR'S PARCEL NOS.: R22924-115-3450 and R22924-420-3690  
ISLAND COUNTY

PREPARED BY:  
T. J. ROEHL & ASSOCIATES  
PROJECT PLANNING & MANAGEMENT SERVICES  
1402 E. MAIN STREET  
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