

DECLARATION OF PROTECTIVE RESTRICTIONS FOR THE PLAT
OF USELESS BAY BEACH AND COUNTRY CLUB, DIVISION NO. 7.

Restrictive covenants recorded February 21, 1966, under Auditor's
File No. 180468.

1. GENERAL PROVISIONS: All of the real property situated within Division No. 7 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.

2. BUILDING RESTRICTIONS AND LIMITATIONS: All lots in Division No. 7 shall be used for residential purposes only (which lots are hereinafter sometimes designated as "residential lots").

Current Island County building codes will be followed. In general, building setback lines will be a minimum of 20 feet from front of property line, 6 feet from side and rear property lines and 20 feet from side property line abutting a road, except that on lots 1 through 15 inclusive, Lots 21 through 25 inclusive, Lots 30 through 33 inclusive and Lots 38 through 100 inclusive, no building or structure will be built within 25 feet of rear property line or as designated or shown on plats of Division No. 7.

Prior to building, plans for such buildings will be submitted for approval to M & M Properties, Inc. or its nominee as designated, showing particularly, North, South and West elevations, outside construction materials, exterior color or colors and the location of such building or buildings on the lot plot plan. Such approval will be presumed unless within thirty (30) days after the submission of the plans and specifications said M & M Properties, Inc., or its nominee, gives notice in writing of its disapproval thereof.

Prior to landscaping, a plan of the overall landscaping theme showing all plantings shall be submitted to M & M Properties, Inc., or its nominee for approval. All unimproved lots shall be kept in a manner such would prevent fires and be in keeping with the overall esthetic appearance of the Useless Bay community.

After February 21, 1966, no building, trailer, tent or structure of any kind shall be erected on any residential lot within Division No. 7 prior to the erection of the main dwelling house thereon, except that garage or other small building of permanent structure may be erected for purposes of storing of tools and other articles prior to the erection of the permanent dwelling house, but such structure shall not be used as a domicile without written permission of M & M Properties, Inc. or its nominee. After February 21, 1966 any building, trailer, tent or structure, other than a permanent dwelling and appurtenances which conform to these covenants, shall be removed upon written notice and request of M & M Properties, Inc. or its nominee.

All setback lines shown on the face of the Plat of Division No. 7 shall be strictly observed.

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 garage, open entry, porches and patios, shall be not less than eight hundred (800) square feet, except private garage and other outbuildings appurtenant to any dwelling house, such as garden house, boat house, pergola, conservatory or other similar structure, architecturally in harmony therewith and of permanent construction and incidental and necessary to residential use of said residential lots. All structures shall be of new construction and no dwelling shall be more than two (2) stories in height. No structure shall be occupied as a residence until the installation of adequate plumbing, including connection to septic tanks or sewer.

The work of construction or erection of all buildings and structures shall be prosecuted diligently from commencement of such construction or erection and the exterior of such buildings and structure shall be completed within twelve (12) months after construction is started.

3. 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, including "for Sale" signs, shall be placed on any lot or structure.

4. ANIMALS: No fowl, rodents, hogs, cattle, horses, sheep, goats or similar livestock shall be maintained on the residential lots at any time. Household pets shall be permitted. Not more than one accessory building on any one residential lot shall be permitted for use in the housing of such household pets. Any such building shall be located not less than fifty (50) feet from any place of human habitation other than the owners.

5. ELECTRICAL AND TELEPHONE SERVICE ENTRANCE: After February 21, 1966, telephone or any 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.

6. USELESS BAY BEACH AND COUNTRY CLUB, INC., Each fee owner or contract purchaser of a residential lot or lots situated within Division No. 7 shall become a member of Useless Bay Beach and Country Club, Inc., a nonprofit Washington Corporation, (hereinafter, in this paragraph 6 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 affected from time to time.

(b) Each fee owner or contract purchaser shall maintain his membership in the Corporation in good standing, subject to the aforesaid Articles By-Laws and Rules and Regulations, as long as he 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 membership 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 now or hereafter be provided for by law or in the aforesaid Articles, By-laws and Rules and Regulations of the Corporation.

7. TERM: The conditions, covenants, restrictions, reservations and easements set forth in Declaration of Protective Restrictions shall become effective February 21, 1966 and shall remain effective thereafter unless terminated or modified in accordance with paragraph 9 hereof.

8. AMENDMENTS: This Declaration of Protective Restrictions may be amended, revised or terminated, in whole or in part, by the approval of 65% of the combined total of all of the owners of all residential lots situated within Useless Bay Beach and Country Club, Divisions 1 through 7, inclusive, and all residential lots situated within such additional real property as may hereafter be platted on Whidbey Island, Island County, Washington, by said M & M Properties, Inc., by plats designating such additional real property as a division of Useless Bay Beach and Country Club. The term owners as used in this paragraph 8 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 and being purchased by him.

9. 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 Beach and Country Club, Division No. 7, or any additional real property hereafter platted on Whidbey Island, Island County, Washington, by said M & M PROPERTIES, INC., by plats designating such additional real property as a division of Useless Bay Beach and Country Club, 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 violations, or both.

10. INVALIDATION: Invalidation of any of the conditions, covenants,

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restrictions, reservations or easement 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.

RESOLUTION ADOPTING AND EXTENDING PROTECTIVE RESTRICTIONS RELATING TO DIVISIONS NUMBERS ONE THROUGH TEN AND DIVISION NUMBER TWELVE OF PLATS OF USELESS BAY BEACH AND COUNTRY CLUB recorded January 15, 1976, under Auditor's File No. 292845.

Such restrictions and provisions are hereby adopted, extended and reenacted to continue in perpetuity. Filing of this resolution for record with the Auditor of Island County, Washington, shall be made forthwith.