

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

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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.

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.

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.

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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.

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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

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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

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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: Invalidity 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 7th day of APRIL, 1997.

H & H PROPERTIES, INC.

By William H. Sievers
President

By Robert B. Chou
Secretary

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