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DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on this 5 day of June, 1979,
by Hanford B. Choate and Anneliese Choate, his wife, and Ralph
Moorman, a single man, individually and as a marital community
for those who are married and by Hanford B. Choate and Ralph
Moorman doing business as Crockett Hill Associates hereinafter
referred to as declarants.

WHEREAS these declarants are acquiring certain property in
Island County, Washington, under the terms of real estate con-
tracts which property is legally described as follows:

- PARCEL #1: "East 1/2 of the Northeast 1/4 of the
Northeast 1/4 of the Southeast 1/4 of Section 28,
Township 30 North, Range 2 East W.M., EXCEPT that
portion conveyed for Honeymoon Bay Road."
Situate in the County of Island, State of Washington.
- PARCEL #2: "The Northwest 1/4 of the Northeast 1/4
of the Southeast 1/4 of Section 23, Township 30 North,
Range 2 East W.M."
Situate in the County of Island, State of Washington.
- PARCEL #3: "The Southwest 1/4 of the Northeast 1/4
of the Southeast 1/4 in Section 28, Township 30
North, Range 2 East W.M."
Situate in the County of Island, State of Washington.
- PARCEL #4: "The West 1/2 of the Northeast 1/4 of
the Northeast 1/4 of the Southeast 1/4 in Section 28,
Township 30 North, Range 2 East W.M."
Situate in the County of Island, State of Washington.

See hereinafter called "Honeymoon Bay Heights".

WHEREAS, declarants desire to establish certain protective
covenants, easements, conditions and restrictions effecting the
real estate hereinabove described.

DECLARATION

Declarants hereby declare that the following covenants, ease-
ments, conditions and restrictions shall run with the parcels of
real property described above.

COVENANTS

1. The properties herein above described and called
"HONEYMOON BAY HEIGHTS", shall be divided into no more or less
than 12 parcels, each parcel being 330 feet by 330 feet more or
less. The parcels shall be used for single residents (purposes).
Each parcel contains approximately 2 1/2 acres and may not be

20241-20th St NE
Seattle 98155

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further subdivided during the term of these covenants without the unanimous consent of all owners of property within the subdivision.

2. These covenants are to run with the land and shall continue in effect and not be modified or amended without the unanimous consent of all owners within the subdivision, for a period of 25 years, and shall be extended automatically thereafter for an additional 10 year period unless an instrument signed by a majority of the then fee owners shall agree to a change in the covenants and provide for the recordation of such changes.

3. The minimum size of any dwelling within the subdivision shall be not less than 900 square feet on the ground floor level, exclusive of porches, garages or carports. No temporary travel trailers or mobile homes or permanent mobile homes shall be permitted.

4. Any work in constructing or erecting any building or other structure shall be prosecuted diligently at the commencement thereof and the exteriors of same shall be completed within a reasonable time, not to exceed six months. All buildings to be constructed shall be new construction. No structure of a temporary nature, basement, tent, shack, garage, barn, boathouse or any other out building, shall be used on any lot affected by these covenants as a permanent residence at any time unless connected directly with the construction of permanent residence and then for a period of not to exceed one year.

5. No obnoxious activity shall be carried on upon any lot in the subdivision, nor shall anything be done upon any lot within the subdivision which may be or may become an annoyance or nuisance to other users of the property within the subdivision.

6. All buildings and fences must be constructed in a workman like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 72 inches in height nor shall they interfere with the view of any parcel. Fences may be placed upon any interior lot line, but no building shall be constructed nearer than ten feet to any interior lot line.

7. Garbage disposal shall be the responsibility of the individual property owners. Garbage shall be stored in an insect and rodent proof container and shall be hauled periodically to an approved area. Grounds and buildings shall be maintained in a neat and orderly manner.

8. A homeowners association shall be incorporated or established as an unincorporated association of all property owners

when all lots have been sold or sooner at the option of declarants. The association may at some future date, own and maintain the well and water distribution and shall own and be responsible for the maintenance of all other community facilities serving the entire subdivision. The purchaser of each parcel shall own one share in said association and each share shall be entitled to one vote. The share of any parcels still held by the declarants shall be voted by the declarants. The expenses of the formation of the association shall be borne equally by the owners of all parcels.

9. If the parties hereto, or any of them, or their heirs or assigns, or if any purchaser of any parcel within the subdivision, shall violate or attempt to violate the covenants herein, it shall be lawful for any other person or persons owning real property within the subdivision to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate such covenant either to prevent such owner from so doing or to recover damages or other dues for such violation. This provision shall not constitute or impose upon the declarants the obligation or any homeowners association to enforce such covenants against a particular owner.

10.. In establishing the short plat or subdivision, the declarants have established a 60 foot right-of-way for access and ingress which lies 30 feet onto each parcel and which contains an improved 24 foot wide area within the 60 foot right-of-way as built to serve as an ingress and egress road to all parcels.

The declarants have also established an access easement over parcel no. 8 for access to and from the existing well facilities and for the purposes of installation of a waterline and powerline to the well in order to provide a means of access and ingress over said lot at the least inconvenience to the owner thereof. Pursuant to State law, an area with a radius of 100 feet around the existing well on parcel no. 8 is restricted as to use in order to protect the well, water supply and system.

11. Sanitary System: Each lot owner shall provide a sanitary system for the dwelling to be constructed at the time of construction, such system to be built in such manner as to comply with the requirements of Island County.

12. No animals, livestock or poultry for commercial purposes of any kind shall be raised, groomed or kept on any lot.

Provided, however, the owner of any parcel may maintain for personal use, dogs, cats, and other livestock so long as such retention does not constitute a nuisance and be offensive to the owners of other parcels within the subdivision.

13. Assessments for the cost of maintenance repair and replacement or restoration of any common facilities may be levied no more often than quarterly by the homeowners association at the beginning of each calendar year and computations computed and paid in advance by the owners into a fund maintained by the association for that purpose. Said payments shall be made to the association on the first day of January, April, July and October of each year or on such other schedule deemed convenient by the association or declarants in lieu thereof. Until all lots are sold, the declarants shall act in lieu of the elected officers of an association. Said funds shall be transferred to the homeowners association when formed and thereafter managed by said association. If no association is formed, said committee shall continue to manage the fund and make annual accountings to the owners. Assessments against the individual parcels on the first day of each year shall become a lien on the said parcels and said lien shall be a lien prior to any mortgages on the premises. Said liens shall be foreclosed as any other liens may be foreclosed under the laws of the State of Washington.

14. Development and construction of any residence on any lot at a lower elevation of an adjacent lot where a residence has previously been constructed, shall take into consideration the location of the previously built residence and its view and the residence constructed at a lower elevation shall not be built in such a manner or height as to obstruct or interfere with the view of such previously built residence. This covenant may be enforced by any injured property owner by injunctive relief through the Superior Court of Island County, Washington and does not impose upon the association or the declarants any obligation to protect the rights of such owners.

15. The water system is now and shall continue to be owned by the declarants as a private water system. The costs of the installation of the well and construction of the common portions of the system may be added to the sales price of each lot or parcel or be charged to each owner as a connection charge. The cost of connection from the main water supply line to the residence shall be born by the individual property owner. The owners of the system may establish a monthly service charge to each user which charge may be levied quarterly

and shall be payable in advance to the owners. The owners of the system may levy assessments for repairs and maintenance of the system as against each of the parcels on a share and share alike basis and all such charges and assessments shall become a lien against the parcels affected and be enforced as all other liens may be enforced against real estate under the laws of the State of Washington.

Invalidation of any of the covenants or restrictions by judgment or court order shall in no way affect any of the provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, declarants have placed their hands and seals on this 5 day of JUNE, 1979.

Hanford B. Choate
HANFORD B. CHOATE

Anneliese Choate
ANNELIESE CHOATE, his wife

Ralph Moorman
RALPH MOORMAN, a single man

State of Washington)
) ss.
County of King)

On this day personally appeared before me Hanford B. Choate, ~~Anneliese Choate, his wife,~~ and Ralph Moorman, a single man, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 5 day of ~~April~~, 1979.
JUNE

Hanford B. Choate
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.



State of Washington)
) ss
County of King)

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

GIVEN UNDER my hand and official seal this 5th day of June, 1979.

Ronald F. Kirk
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

