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 ISLAND COUNTY AUDITOR
 DEPUTY: CS REQUESTED BY:
 ALRT CORPORATION

Please print or type information

Document Title(s) (or transactions contained therein): 1. Declaration of Covenants 2.
Reference Number(s) - (recording number of document being assigned, released, re-recorded, etc.)
Grantor - (seller, assignor, signor) 1. Jerry Hammer 2. 3.
Additional names on page ____ of document.
Grantee - (buyer, assignee, notice given to) 1. The Public 2. 3.
Additional names on page ____ of document.
Legal Description - Abbreviated: Ls. for block/lot or section/quarter/league & quarter/quarter PTN 568-33-20 PTN 5696-33-20
See page 1 for full legal.
Assessor's Tax Parcel Number R23308-511-0440 Multiple Parcel Numbers see Document
Additional parcel numbers on page 1.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

00-92-41

GARL BK 625 PG 1388

DECLARATION OF COVENANTS
Duganella Bay Estates
Providing for Maintenance and Operation of Roads,
Storm Drainage Facilities, Easements,
Covenants and Restrictions

GRANTOR: A.L.R.T. Corporation

GRANTEES: The Public

PARCEL NOS: R 23306-031-0440; R 23306-031-1140; R 23306-031-0830; R 23306-031-0500;
R 23306-031-0170; R 23306-031-5110; R 23306-031-4700; R 23306-031-4450;
R 23306-031-4110; R 23306-099-1160; R 23306-099-0830; R 23306-099-0500;
R 23306-097-0170; R 23306-097-5310; R 23306-097-4700; R 23306-097-4450;
R 23306-097-4110

ABBREV. LEGAL DESCRIPTION: See description below.

THIS DECLARATION OF COVENANTS is made and entered into by A.L.R.T. Corporation, hereinafter referred to as "Declarant", and is evidenced by the following:

WHEREAS, DECLARANT is the owner of the following described property in Island County, Washington to wit:

Parcel 1-101 and Tract A in a Testamentary Segregation in Sections 5 & 8, Township 33 North, Range 2 East of the Willamette Meridian, as Recorded in the Auditor's File No. 85006331.

Parcel R63302-062-4610 Described as Follows:
The Southeast Quarter of the Southeast Quarter of Section 6, Township 33 North, Range 2 East, of the Willamette Meridian, in the County of Island, State of Washington.

WHEREAS, DECLARANT HAS SEGREGATED SAID PROPERTY INTO SEVENTEEN(17)LOTS Numbered 1 through 17 which lots are shown on Island County Boundary Line Adjustment No. BLA 458/98 which is recorded under Island County Auditor's File No. 99011702 (which is hereinafter referred to as the BLA); and shown on that certain survey map.

WHEREAS said segregation is titled "Duganella Bay Estates" as recorded under Island County Auditor's File No. 20010731 (which survey map is hereinafter referred to as "the survey map"); and

WHEREAS DECLARANT desires to establish certain protective conditions, covenants, easements and restrictions affecting the property described here AND

WHEREAS the subject lots of said Duganella Bay Estates are served by non-exclusive Easements for ingress, egress, and utilities, under, across, over and upon their properties which said Easements are collectively and individually show on the face of the survey map, AND

WHEREAS in the development of said BLA certain storm drainage facilities and improvements were constructed, and it is the desire of DECLARANT to ensure the ongoing maintenance and operation of said facilities; AND

WHEREAS DECLARANT desires to establish provisions for the joint use, maintenance, and operation of the roads, bridge, trail, utilities or other improvements within said easements(s); AND

WHEREAS the legal description of the following easements appear on the survey map:

30 foot Driveway Easement
Access and Utility Easement
Pond Outfall and Bio-Swale Easement
50 foot Private Road Easement
Bridle Trail Easement
Slope and Maintenance Easement

NOW THEREFORE, DECLARANT declares, grants, conveys and confirms the easements described herein and declares for itself and its successors and assigns, for the mutual benefit of owners present and future, the following covenants which shall run with the land:

1. GENERAL PROVISIONS

- 1.1. **COMMUNITY ASSOCIATION:** There is hereby established the Dugualla Bay Estates Community Association (hereinafter referred to as the Association) consisting of all owners of the lots and tracts shown on the face of the recorded B/LA and the survey map of Dugualla Bay Estates, as now existing or hereafter subdivided, their heirs, successors and assigns. Said association shall be a non-profit corporation, the members of which shall be the owners of the Lots, Tracts, or home sites in the B/LA of Dugualla Bay Estates, as now existing or hereafter subdivided. Said Association is hereby created upon the filing/recording of these covenants, and shall thereafter be comprised of the owners of the properties herein described, or as hereafter further divided, with membership in said Association being an obligation of ownership of said Lots, Tracts or properties.
- 1.2. **BYLAWS AND FEES:** These Covenants and all Lots, Tracts, and Parcels, subjected thereto or hereafter shall be subjected to Bylaws and/or Articles of Incorporation of the Association. All lot owners are subject to the Association dues, fees, and/or other assessments, as may be established by the Association. The dues shall be due and payable on such date as established by the Board of Directors. Within one month from the date of the annual meeting of the membership, the Association shall cause a statement of the annual dues to be mailed to each member at his address of record with the Secretary. Any dues not paid by the established due date shall thereafter be delinquent with interest at the rate of twelve percent (12%) per annum. Upon becoming delinquent, such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file

a statement of said charges and a lien in the proper offices of Island County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the corporation. Said lien may be endorsed by the corporation as may any lien on real property under the laws of the State of Washington; and if said lien is foreclosed, the memberowner shall be liable for the costs and disbursements, including reasonable attorney's fees, or the corporation herein, all of which costs, disbursements and fees shall be secured by such lien. Member shall have, nonetheless, first liability for dues, whether by accepting the deed to or by executing a contract to purchase, a tract to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section. In the event that any member of this corporation fails for a period of 60 days after the delinquency to pay his dues, this corporation shall have the power to suspend voting privileges until such bill is paid.

1.3. **BUILDING RESTRICTIONS:**

- A. **PERMITTED USES:** All Lots and Parcels subject to these covenants, and improvements thereon, shall be used exclusively for residential purposes and uses incidental or accessory thereto. No tenancy by a third person shall relieve the owner of full responsibility for the performance of these covenants.
- B. **FLOOR AREA:** All dwellings shall have a total habitable floor area of at least 1,800 square feet as to dwellings which are all on one level and 2,000 square feet as to dwellings which contain more than one level, exclusive of garage, open entry, porches, decks, and patios, etc. All dwellings and accessory structures such as garages, guesthouses, barns and other outbuildings appurtenant to any dwelling such as garden houses and pergolas, or other similar structures, shall be architecturally in harmony with the surrounding community and be of permanent construction materials and be incidental and necessary to residential use of said lots. All structures shall be of new construction. These provisions do not apply to the existing dwelling on Lot 1 of the B.L.A.
- C. **FENCES, ETC.:** No fences, hedges or boundary walls shall be planted, allowed or constructed which exceed six feet in height. No barbed wire fencing is allowed (except the existing fence around the bridge trails).
- D. **SANITATION:** No Lot, Tract or Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed

sanitary containers. No individual sewage disposal system shall be permitted on any lot 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 authority.

- E. **UNDERGROUND UTILITIES:** All new utility connections, all telephone and television connections, and all electrical connections shall be located underground throughout the BLA.
- F. **NOXIOUS ACTIVITIES:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. All vehicles parked within the boundaries of the BLA of Duquella Bay Estates, shall be actively licensed and registered and in operable condition or stored in an outbuilding, so as not to be a visible annoyance to the neighborhood.
- G. **BUILDING COMPLETION:** Any structure built on any lot shall be completed to the extent of completion and painting of the exterior, and the installation of the roof, doors, and windows, within one year after commencement of construction.
- H. **MANUFACTURED HOMES, ETC.:** Mobile homes, modular homes, manufactured homes, house trailers and similar structures are not to be permitted on any Lot, Parcel or Tract within the boundaries of Duquella Bay Estates BLA. However, RV's are permitted on the property as long as they are screened from the neighborhood and not used as living quarters for more than 30 days of any calendar year, or used as a temporary residence (not to exceed one year) during construction of a permanent residence, if permitted by the proper Island County authority. RV's which are occupied by guests of the property owner do not need to be screened. No cell towers or ham Radio Towers shall be permitted on any of the lots. Log homes and pre-cut cedar homes are not prohibited by this section.
- I. **OUTBUILDINGS:** There shall not be constructed on any Tract more than two outbuildings, including a guesthouse and a barn including a riding arena to house horses or livestock; provided, however, that additional outbuildings of less than 200 square feet in size may be constructed. All outbuildings shall have all the proper permits required by the proper Island County authorities. For this purpose, guesthouse shall be considered to be an outbuilding.

- J. **ANIMALS:** Not more than 4 domestic pets are permitted. No more than six head of livestock are permissible, of which not more than 2 shall be cattle. No swine, peacocks, waterfowl or chickens are permitted on any Lot, Parcel or Tract within the boundaries of Dugalla Bay Estate BLA. No animals may be kept or raised for commercial purposes.
- K. **MOTORCYCLES, ETC:** The private roads, bridle trail, and the lots within the BLA shall not be used for the riding of motorcycles, motor bikes, go-cars, all terrain vehicles or similar devices; provided, however, that this covenant shall not prohibit operating such a device for the purpose of going or coming from a public road to or from a home in the BLA; provided, further, that four wheel ATVs may be used by an owner on his own property but they may not be operated at a speed which exceeds five miles per hour. The purpose of this covenant is to prevent using the roads as a recreational area involving noisy devices and still allow the use of the roads as a part of a route to or from a destination outside of the BLA.
- L. **SUBDIVISION:** No lot shall be subdivided so as to create additional lots in the BLA.
- M. **STREET PARKING:** No boats, recreational vehicles, campers or motor homes may be parked in or on the easement roadways; provided, however, that a guest of an owner may park there for a time not to exceed 48 hours.
- N. **ROOFS:** No building having a flat roof may be constructed on any lot in the BLA.
- O. **GEODESIC DOMES:** No building in the shape of a geodesic dome shall be constructed on any lot in the BLA.
- P. **COLORS:** The color of any building must be approved by the Covenants Committee. No building shall be painted until the color has been approved by the Covenants Committee.
- Q. **TREES:** The care and maintenance of trees and shrubs on any lot in the BLA is the responsibility of the owner. The preservation of water and/or territorial views is paramount. Existing native trees (existing on November 1, 2000) which as of November 1, 2000, have reached a height of 20 feet, or more, may remain in place and may be allowed to grow higher. All other trees and shrubs shall be maintained to a height which does not block the views, as those views exist on November 1,

2000, from other lots in the BIA. Trees and shrubs must not block visibility at road intersections. In the event of a violation of this Covenant, the Association shall send a written notice of violation to the owner of the non-compliant property stating that compliance must be achieved within a reasonable time, considering all factors involved. If there is no response to the notification, or if there is a lack of adequate action to comply within the specified time, the Board may impose an assessment on any property not complying to the provisions of these Covenants. Said assessment shall be determined by the Board in relation to the severity of the violation plus incurred costs. The assessment shall include the estimated attorney fees in an action brought to seek a mandatory injunction together with the estimated cost of trimming the trees. An assessment may be imposed at any time after ninety (90) days following adequate notification of a violation and if adequate corrective action is not taken by the owner of the property on which the violation occurred. Any portion of said assessment not paid after thirty (30) days from the date on which the assessment was imposed shall become delinquent and shall bear interest at the rate of 12% from the due date. The Treasurer of the Association shall file in the office of the Auditor of Island County, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments, together with interest, and such statement shall constitute a lien upon the property. Upon payment in full thereof, the Board shall execute and file a proper Release of such lien. The provisions of this paragraph do not apply to the northerly 400 feet of Lots 10 through 17 of the BIA.

R. **DAMAGE TO COMMON AREAS:** If the owner of any lot or tract causes damage to any utilities, a private easement road, or a drainage facility, he shall pay and be responsible for the cost of repairing the damage. If the Association pays for the cost of repair, the owner shall reimburse the Association. If the owner fails to effect repairs or fails to reimburse the Association, the cost of repairs shall be an obligation of the owner to the Association and the Association shall have the same rights to collect the sums owing as it has in collecting delinquent dues and assessments, including the right to collect attorney fees and costs and including lien rights.

- 1.4. **RESPONSIBILITY:** Maintenance of the roadway(s), trails and storm drainage is the responsibility of the owners of Lots, Tracts and parcels to which these covenants apply, through the Community Association, and as each owner covenants, by the acceptance of a deed of any kind or the execution of a real estate contract, lease agreement, or any other document, whether or not it be so expressed, to pay to the Association the assessments levied for any and all improvements to roadway(s), bridge trail, drainage system, and or other utilities benefiting owners of said Lots, Tracts or Parcels.

- 1.5. **ROADWAY AND DRAINAGE SYSTEM ASSESSMENTS:** Assessments may be levied against all owners for the purpose of funding the activities needed to maintain community roads, easements, and drainage facilities by the Association. These assessments shall be uniform in that the total assessment for each year shall be divided into equal portions per the number of Lots, Tracts or Parcels each of which is to become the obligation of the owner(s) thereof. Thus, each owner of Lots 1 through 17, including lots owned by Declarant, shall pay 1/17 of the cost of maintaining the road easements. Then Lots 1 through 17, including lots owned by Declarant, shall pay 1/17 of the cost of maintaining the bridle trail, drainage facilities and other community owned property.
- 1.6. **MAINTENANCE ACTIVITIES:** Roads, easements, and drainage financing and cost apportionment, shall be decided upon by the directors of the Association. As a minimum all such activities shall be conducted to ensure that said road(s) and drainage system meet applicable County and/or State regulations or standards. The Association shall, when it deems it to be appropriate, undertake other activities needed to maintain the quality and character of the BLA such as dealing with drainage problems, easements, and so forth.
- 1.7. **IMPROVEMENTS AND UPGRADES:** Road, drainage and easement upgrades and improvements for which assessments are to be levied, shall be undertaken only upon approval by the directors of the Association.
- 1.8. **HEIGHT:** There is no restriction on the height of buildings to be constructed on Lots 1, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of the BLA. The height restrictions for the remaining lots are as follows:
- A. The height restriction for Lot 2 of the BLA is as follows: No building may be constructed in the building envelope for the residence the height of which exceeds 28 feet from the benchmark. The benchmark is the point of the highest natural grade on the edge of the footprint of the building. The footprint of the building is the foundation of the building. Thus the measurement must be taken from the point of the highest natural grade where that grade intersects with the foundation. In addition, no building shall be constructed in the building envelope for outbuildings which building exceeds 18 feet in height above the benchmark. The benchmark shall be the highest natural grade on the edge of the footprint of the building.
 - B. The height restriction for Lot 3 of the BLA is as follows: No building shall be constructed the height of which exceeds 18 feet above the benchmark. The benchmark is the highest natural grade at the edge of the footprint of the building.

In addition, no residence shall be constructed in the building envelope for the residence other than a one-story building plus an optional daylight basement. As to Lot 3, the same height restriction (18 feet above the benchmark) applies to the building envelope for outbuildings.

- C. The height restriction for Lot 4 of the BLA is as follows: No building shall be constructed the height of which exceeds 18 feet above the benchmark. The benchmark is the highest natural grade at the footprint of the building. In addition, no home shall be constructed in the building envelope other than a one-story home with an optional daylight basement. As to Lot 4, the same height restriction (18 feet above the benchmark) applies to the building envelope for outbuildings.
- D. The height restriction for Lot 5 of the BLA is as follows: No building shall be constructed in the building envelope for the residence which building exceeds 18 feet in height from the benchmark. The benchmark is the point of highest natural grade at the edge of the footprint of the building and the footprint is defined as being the foundation. As to Lot 5, no outbuilding or accessory building shall be constructed the height of which exceeds 18 feet above the benchmark. The benchmark is the point of the highest natural grade on the edge of the footprint of the building and the footprint is defined as being the foundation. As to Lot 5, no building shall be constructed in the easterly 50 feet of said Lot 5 except a well house of not more than 120 square feet in size and not more than 12 feet in height above the benchmark. The benchmark is the point of the highest natural grade at the edge of the footprint of the building.
- E. The height restriction for Lot 6 of the BLA is as follows: No building shall be constructed in the building envelope for the residence the height of which exceeds 16 feet above the benchmark. The benchmark is a point described as follows: Beginning at the Northwest corner of said Lot 6; thence easterly along the northerly boundary of Lot 6, 158 feet; thence South to the center of the asphalt in Olympic Bay Drive, that point being the benchmark. In addition, no residence shall be constructed in the residence building envelope other than a one-story home with an optional daylight basement. As to Lot 6, no outbuilding or accessory building shall be constructed in the outbuilding envelope the height of which exceeds 18 feet above the benchmark, the benchmark being the point of highest natural grade on the edge of the footprint of the building.

- F. As to Lot 7 of the BLA, the height restriction is as follows: No building shall be constructed in the residence building envelope the height of which exceeds 18 feet above the benchmark. The benchmark is the point on the highest natural grade on the edge of the footprint of the building. The footprint is defined as being the foundation of the building. As to Lot 7, no outbuilding or accessory building shall be constructed in the accessory or outbuilding building envelope the height of which exceeds 18 feet above the benchmark. The benchmark is the point of the highest natural grade on the edge of the footprint of the building. As to Lot 7, no residence shall be constructed in the residence building envelope other than a one-story home with an optional daylight basement.
- G. The height restriction for Lot 8 of the BLA is as follows: No building shall be constructed in the residence building envelope the height of which exceeds 19 feet above the benchmark. The benchmark is the point of the highest natural grade on the edge of the footprint of the building. The footprint is defined as being the foundation of the building. As to Lot 8, no building shall be constructed in the accessory or outbuilding building envelope the height of which exceeds 18 feet above the benchmark. The benchmark is the point of the highest natural grade on the edge of the footprint of the building. As to Lot 8, no residence shall be constructed in the residence building envelope other than a one-story home. Notwithstanding the foregoing, an attached garage with a bedroom area above the garage, the height of which shall not exceed 25 feet above the benchmark.
- H. In computing the height of buildings which are the subject of this Paragraph 1.8, the height of chimneys shall not be included in the computations; provided, however, that the height of chimneys shall not exceed 4 feet above the height restriction.
- 1.9. **VEHICLES:** No abandoned vehicle, trailer or boat, or inoperable vehicle, trailer or boat shall be kept on any lot unless it is used in an outbuilding as an art to be unrightly to the neighborhood. No rubbish or junk shall be kept on any lot.
- 1.10. **NO SHOOTING:** No hunting or the discharge of firearms shall be permitted or allowed anywhere within the boundaries of the BLA of Dagnall Bay Estates nor on any of the Lots, Tracts or parcels to which these covenants apply in same may now or hereafter exist.
- 1.11. **BUILDING ENVELOPES:** Lots 1, 9, 10, 11, 13, 14, 15, 16 and 17 of the BLA do not contain building envelopes and thus residence dwellings and outbuildings or accessory buildings may be constructed without regard to a prescribed building envelope on those lots.

The remaining lots in the IRLA (Lots 2, 3, 4, 5, 6, 7, 8 and 12) are subject to restrictions as to the location of residence dwellings and outbuilding or accessory buildings. As to those lots, the buildings can only be placed within the building envelope. The building envelopes for those lots are as follows:

- A. As to Lot 2 of the IRLA, the residential building envelope is described as: The northerly 133 feet of the easterly 130 feet of said Lot 2. The outbuilding or accessory building envelope is described as: The southerly 250 feet of said Lot 2, the northerly line of which is parallel with the most southerly line of Lot 2 and measured from the southwesterly corner of said Lot 2.
- B. The residential building envelope for Lot 3 is described as follows: Commencing at the northeasterly corner of Lot 3; thence westerly along the North line of Lot 3 150 feet; thence South 00°05'03" West to the southerly edge of the asphalt (blacktop) in Dugalla View Drive; thence South 00°05'03" West 100 feet to the true point of beginning; thence South 00°05'03" West 100 feet; thence easterly to a point on the easterly line of Lot 3 which point is 220 feet South of the South edge of the blacktop (in the cul-de-sac) in Dugalla View Drive; thence northerly along the East boundary of Lot 3 100 feet; thence westerly to the true point of beginning. The building envelope for accessory buildings and outbuildings on Lot 3 is described as: The South 200 feet of Lot 3 as measured parallel with the southerly boundary of Lot 3.
- C. The residential building envelope for Lot 4 is described as follows: Beginning at the Northwest corner of Lot 4; thence southerly along the West boundary of Lot 4 to the southerly edge of the asphalt (blacktop) in Dugalla View Drive; thence southerly, along the West boundary of Lot 4, 40 feet to the true point of beginning; thence southerly along the West boundary of Lot 4, 110 feet; thence northeasterly to a point on the East boundary of Lot 4 which point is 150 feet South of the edge of the asphalt in Dugalla View Drive; thence northerly along the East boundary of Lot 4, 110 feet; thence southwesterly to the true point of beginning. The building envelope for outbuildings or accessory buildings on Lot 4 is described as: The South 150 feet of Lot 4 as measured parallel with the South boundary of Lot 4.
- D. The building envelope for Lot 5 is described as follows: Commencing at a point on the East boundary of Lot 5 which point is the intersection of the southerly edge of the asphalt (blacktop) in Dugalla View Drive; thence southwesterly, parallel with the asphalt in Dugalla View Drive, 50 feet; thence South 00°08'24" East 40 feet to the true point of beginning; thence southwesterly, parallel to the edge of the asphalt in

Dugalla View Drive, 200 feet, thence South 00°08'24" West 125 feet, thence northeasterly to a point which is South 00°08'24" West 75 feet from the true point of beginning; thence northerly to the true point of beginning. As to Lot 5, no building shall be constructed in the easterly 50 feet of Lot 5 except a well house which well house may not exceed 120 square feet in size. As to Lot 5, there is no prescribed building envelope for outbuildings or accessory buildings and those buildings must be placed within the building envelope described herein.

- B. As to Lot 6, the building envelope is described as follows: Commencing at the southwest corner of Lot 6; thence North 00°08'24" East 390 feet; thence North 89°54'08" East 65 feet to the true point of beginning; thence North 89°54'08" East to the edge of the private easement shown on the survey as Dugalla View Drive; thence northerly along the edge of the easement for Dugalla View Drive to the intersection of the easement for Olympic Bay Lane; thence northwesterly along the southerly boundary of the easement for Olympic Bay Lane to a point which bears North 00°08'24" East of the true point of beginning; thence South 00°08'24" West to the true point of beginning. The building envelope for outbuildings or accessory buildings on Lot 6 is described as follows: The southerly 200 feet of Lot 6, as measured parallel with the South boundary of Lot 6. In addition, as to Lot 6, no building (residence, outbuilding or accessory building) shall be constructed within 50 feet of the asphalt (blacktop) in Olympic Bay Lane or Dugalla View Drive.
- F. The residential building envelope for Lot 7 is described as follows: Beginning at a point on the westerly line of Lot 7 which point is 158 feet from the southerly edge of the asphalt (blacktop) in Olympic Bay Lane which point is the true point of beginning; thence southerly along the West boundary of Lot 7, 95 feet; thence easterly, parallel with the South boundary of Lot 7, to the East boundary of Lot 7; thence northerly along the East boundary of Lot 7, 95 feet; thence westerly to the true point of beginning. The building envelope for outbuildings or accessory buildings on Lot 7 is described as follows: The southerly 220 feet of Lot 7, as measured parallel with the South boundary of Lot 7.
- G. The residential building envelope for Lot 8 is described as follows: Commencing at the most southerly edge of the blacktop (asphalt) in the cut-de-unc of Olympic Bay Lane; thence South 00°01'31" West 185 feet to the true point of beginning; thence North 89°54'29" East to the easterly line of Lot 8; thence North 00°04'57" East to the Northeast corner of Lot 8; thence North 89°54'29" West to the Northwest corner of Lot 8; thence South 00°01'31" West to a point which bears South 89°54'29" West of

the true point of beginning, thence North 89°54'25" East to the true point of beginning. The building envelope for outbuildings and accessory buildings for the Lot 8 is described as follows: The southerly 220 feet of Lot 8 as measured parallel with the South boundary of Lot 8.

- H. The building envelope for Lot 12 is described as follows: All of Lot 12 except the South 165 feet of the West 100 feet of Lot 12. Residence dwellings, outbuildings and accessory buildings may be constructed in the building envelope for Lot 12.
- I. As to all of the lots which are subject to building envelope restrictions, residence dwellings may be constructed only in the residence dwelling building envelope. Outbuildings and accessory buildings may also be constructed in the residence building envelope as well as in the building envelope for outbuildings and accessory buildings.
- J. No buildings may be constructed in any of the landscape easement areas.

- 1.12. **CONSTRUCTION APPROVAL:** No dwelling or accessory building shall be erected, placed or altered on any lot until an "Intent to Build" notification form has been submitted to the Board of the Association and said construction has been approved in writing by the Board. The Intent to Build notification form shall be in such form as shall be prescribed by the Board and shall be accompanied by a plot plan showing the location of the proposed building and by a plan of the proposed building. Failure of the Board to respond within 30 days of receipt of the said notification shall be considered to be an approval for construction. The Board may, in its discretion, assign its duties under this section to a Covenants Committee the members of which shall be appointed by the Board. The duties of the Board and/or the Covenants Committee shall be to insure that the proposed construction project will be in compliance with this Declaration of Covenants.

II. EASEMENTS

- 2.1. **EASEMENT ESTABLISHMENT & CONFIRMATION:** There is hereby established, declared, granted, conveyed and confirmed to Dagualla Bay Estates Community Association non-exclusive easements for the installation repair and maintenance of utilities, over, under and across the lands encompassed by the B.L.A., which easements shall be at least 10 feet on either side of the actual "As-Built" utilities which may or may not be in already established easements for said purposes (as shown on the face of the survey map).

- 2.2. **FINANCING AND DECISION MAKING:** Drainage system maintenance, timing, financing, or cost sharing, including regular usage charges, shall be in a manner determined by the directions of the Community Association. All costs of required maintenance, repair or improvement of said drainage system shall be shared equally by all lot owners.
- 2.3. **RESPONSIBLE PARTY:** Duguala Bay Estates Community Association or its designated representative, or a party or parties specifically contracted for such duties, will be the person/persons responsible for the maintenance of said drainage system, and to serve as the parties to contract to ensure the continued safe operation of said system. Initially said responsible party shall be Duguala Bay Estates Community Association. Said responsible party may contract or commission the performance of the required duties and system maintenance and repair to any qualified professional experienced in said field with payment of said services being the responsibility of all property owners through the dues and assessments fixed by the Association.

III. ROAD EASEMENT, BRIDLE TRAIL AND MAINTENANCE AGREEMENT

- 3.1. **RESPONSIBILITY:** For and in consideration of benefits to accrue to their property, and other valuable consideration, receipt of which is hereby acknowledged, the current or future owners of the Lots, Tracts or Parcels to which these covenants apply, their heirs, successors and assigns, shall maintain roadways, bridle trail and utilities within all easement(s) shown on the face of the survey map of Duguala Bay Estates in a manner consistent with applicable County standards for private roads and in accordance with the following provisions.
- 3.2. **BRIDLE TRAIL:** The Bridle Trail is built and established for the purpose of horseback riding and walking; provided, however, that the bridle trail on Lots 2 through 9 of the BLA may be used by the owners of those lots for vehicular access from Duguala View Drive to Lots 1 through 9. The Bridle Trail is shown on the survey map.
- 3.3. **PROHIBITED USE:** The owners of all lots served or affected by said easements, their heirs, successors and assigns, shall make no use of the land occupied by easement(s) except for ingress, egress and utilities, consistent with the purposes of said easement(s).
- 3.4. **PERMITTED USE:** In exercising the rights herein established, the owners of Lots, Tracts or Parcels, served or affected by said easements, may cut and remove brush, trees and other obstructions which, in the opinion of said owners(s), interfere with the uses and purposes of said easement, and may conduct such construction practices necessary to make use of said easement(s) for the purposes specified.

- 3.5. **PROPORTIONATE RESPONSIBILITY:** The owners of all lots in the BIA shall be equally responsible for the maintenance and repair of all private roadways or trails constructed within said easement(s).
- 3.6. **SIGN MAINTENANCE:** The road(s) and any private road name signs and/or stop sign(s) within said easement(s) shall be maintained consistent with Island County Standards for such private roads and/or signs. In addition, the entrance sign of Duganella Bay Estates shall be the responsibility of the community and maintained by the community. Said cost of the maintenance of the entrance sign shall be borne equally by the property owners unless determined otherwise by the Directors of the Community Association.
- 3.7. **COST SHARING:** Roadway maintenance, timing, financing or cost sharing shall be in a manner determined by the Directors of the Community Association. All costs of required maintenance, repair or improvement of any roadway within said easements shall be shared equally by Lots 1 through 17.
- 3.8. **RIGHT TO SUE:** The Association may sue and recover from any owner of any property who fails to pay his/her dues or assessments fixed and/or levied by the Association. In any such action the Association shall be entitled to reasonable attorney fees, expenses and costs. In addition to the right to sue, unpaid dues or assessments will be the subject of a lien. Upon becoming delinquent, such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file a statement of said charges and a lien in the proper offices of Island County, Washington. A release of said lien shall be filed by the Association upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the Association. Said lien may be enforced by the Association as may any lien on real property under the laws of the State of Washington, and if said lien on real property under the laws of the State of Washington, and if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney's fees, of the Association herein, all of which costs, disbursements and fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues, whether by accepting the deed to or by executing a contract to purchase, a tract in which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section.
- 3.9. **WARNING:** Island County has no responsibility to build, improve, maintain or otherwise service the private road(s) contained within or providing service to the above-referenced property or Lots and Tracts of the Duganella Bay Estates BIA.

18-24-00

IV. DRAINAGE CONTROL FACILITIES

- 4.1. **RESPONSIBILITY:** Dugualla Bay Estates Community Association shall be responsible for the maintenance of all drainage control facilities serving the Dugualla Bay Estates BLA.
- 4.2. **COST APPORTIONMENT:** Drainage system improvements, maintenance, timing, financing or cost sharing shall be in a manner determined by the Directors of the Association, and shall be apportioned IN EQUAL SHARES to owners of ALL the Lots or Tracts within the boundaries of the BLA of Dugualla Bay Estates. All costs of required maintenance, repair or improvement to said drainage system shall be shared equally by Lots 1 through 17.
- 4.3. **HAZARDOUS MATERIALS:** Disposal of any toxic/hazardous materials into the approved drainage facility is prohibited.
- 4.4. **ROOF RUNOFF:** The owner of each Lot or Tract shall be responsible for infiltrating roof runoff on their own property and shall not discharge roof runoff into the drainage control facilities maintained by the Association.

V. VOTING

- 5.1. **VOTING:** In all cases where a vote of the members of the Association is called for, each lot owner shall have one vote. Where a lot is owned by more than one person, they shall designate one owner who will cast the vote. If an owner owns more than one lot, he/she shall have only one vote, with the exception of Declarant who shall have one vote for each lot owned by Declarant.

VI. LANDSCAPING EASEMENTS

- 6.1. A landscaping easement is hereby created in favor of Lot 14 of the BLA on that portion of Lot 6 of the BLA which lies northerly of Olympic Bay Lane (a private easement roadway shown on the survey map).
- 6.2. A landscaping easement is hereby created in favor of Lot 13 of the BLA on that portion of Lot 5 of the BLA which lies northerly of Olympic Bay Lane and Dugualla View Drive as those private easement roadways appear on the survey map.
- 6.3. A landscaping easement is hereby created in favor of Lot 12 of the BLA on that portion of Lot 4 of the BLA which lies northerly of Dugualla View Drive.

- 6.4. A landscaping easement is hereby created in favor of Lot 5 of the BLA on that portion of Lot 6 of the BLA which lies easterly of Dupalla View Drive.
- 6.5. The landscaping easements created herein shall give to the dominant estate the right to landscape the easement area in a manner which is consistent with the landscaping on the dominant estate.
- 6.6. The easement shall be exclusive and the servient estate shall not make any use of the easement area.

18-2-2021

VII. DURATION, EXTENT AND ENFORCEMENT

- 7.1. **DURATION:** These covenants and restrictions shall run with the land from the date hereof until December 31, 2030 at which time they shall be automatically extended for successive periods of 10 years unless 80% of the owners of Lots or Tracts within the BLA, which Lots or Tracts have completed dwellings on the premises, prior to the expiration of the term hereof, have voted to amend these covenants and restrictions and have recorded an instrument in writing with the Auditor of Island County which instrument sets forth the amendments; provided,
- 7.2. 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.
- 7.3. **ENFORCEMENT:** Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to enjoin such violation or to recover damages therefor, and may be brought by any lot owner damaged, or the Community Association. The prevailing party as determined by the applicable court of jurisdiction shall be entitled to reasonable attorneys' fees and all costs incurred in prosecuting or defending such action.
- 7.4. **SEVERABILITY:** If any provisions of these covenants or its/their application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of these covenants or the application of their provisions to other persons or circumstances shall not be affected.

DATED this 25th day of October, 2000.

A.L.R.T. CORPORATION

By: [Signature]
JERRY HAMMER, President

STATE OF WASHINGTON)
County of Island) ss.
Washington)

I certify that I know or have satisfactory evidence that Jerry Hammer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of A.L.R.T. Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25th day of October, 2000.



[Signature]
Ellie Anderson
Notary Public
My Appointment Expires July 15, 2004