

ADMIRALS COVE

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and Declaration of Covenants Running with the Land, made this Ninth day of July, 1963, by Admirals Cove Incorporated.

WITNESSETH:

WHEREAS, said parties are the owners of Admirals Cove, Blocks 1 - 6 Division No. 1 inclusive, and Blocks 1 - 4 inclusive Division No. 2, an addition to Island County, Washington, as recorded in the records of Island County, which property is located in Island County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Admirals Cove, an addition to Island County, Washington, according to plat thereof recorded in the records of Island County, Washington, which property is all located in Island County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling buildings on lots 1 - 30 inclusive, Block 1, shall be restricted to 17 feet in height.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of the officers of Admirals Cove Inc., 2230 Eighth Avenue, Seattle, Washington 98121.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

- The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
  5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. Lots immediately adjacent to Puget Sound Beach shall be a minimum of 25 feet from the rear lot line or approximate high tide line as shown on the plat. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
  6. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot, except for lots in Block 1, Division No. 1.
  7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
  8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
  9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of construction.
  10. No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, one sign or not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
17. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. The Restrictive Covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.

ADMIRALS COVE

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and Declaration of Covenants Running with the Land, made this 13th day of April, 1967, by Admirals Cove Incorporated.

WITNESSETH:

WHEREAS, said parties are the owners of Admirals Cove, Division No. 3 an addition to Island County, Washington, as recorded in the records of Island County, which property is located in Island County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Admirals Cove, an addition to Island County, Washington, according to plat thereof recorded in the records of Island County, Washington, which property is all located in Island County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling buildings.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of the officers of Admirals Cove Inc., 2230 Eighth Avenue, Seattle, Washington 98121.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of construction.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
17. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. The Restrictive Covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.

19. Water shall be furnished by Admirals Cove, Inc. or its assignee. A charge of \$100.00 per lot shall be due upon hook-up to the water system and a permit to hook-up shall be required by Admirals Cove, Inc. or its assignees. Water shall be used only for domestic residential purposes not including pools or assorted purposes. A charge of approximately \$ 30.00 per year shall be assessed and paid by the lot owner after hook-up.

\* \* \* \* \*

RESTRICTIVE COVENANTS "ADMIRALS COVE, DIVISION NO. 4 AND DIVISION NO. 5", RECORDED UNDER AUDITOR'S FILE NO'S.: 199081 AND 199084.

1. THE AREA COVERED BY THESE COVENANTS IS THE ENTIRE AREA DESCRIBED ABOVE.
2. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING BUILDINGS.
3. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP, AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF THE OFFICERS OF ADMIRALS COVE, INC., 2000 FIFTH AVENUE BUILDING, SEATTLE, WASHINGTON.

A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. AT ANY TIME THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

4. IT IS THE INTENT THAT ALL DWELLINGS AND STRUCTURE PLACED UPON THESE LOTS BE OF A PERMANENT FINISHED RESIDENTIAL CHARACTER AND APPEARANCE THAT DOES NOT DETRACT FROM SURROUNDING AREAS AND IS COMPATIBLE AND HARMONIOUS WITH THE GENERAL AREA.
5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE THAN 20 FEET, OR NEARER THAN 15 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO AN INTERIOR LOT LINE. SIDE AND FRONT YARD SHALL BE REQUIRED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING. NO DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE REAR LOT LINE. FOR THE PURPOSE OF THIS COVENANT EAVES, STEPS AND OPEN PORCHES SHALL BE CONSIDERED AS A PART OF A BUILDING. FRONT LOT LINE SHALL BE CONSIDERED TO BE THE LOT LINE ADJACENT TO THE STREET. GARAGES AND ACCESSORY BUILDINGS SHALL CONFORM TO THESE REQUIREMENTS.
6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED OVER A 2-1/2 FOOT WIDE STRIP ALONG EACH SIDE OF INTERIOR LOT LINES AND OVER THE REAR FIVE FEET OF EACH LOT. ALL LOTS IN THIS PLAT ARE SUBJECT TO A FIVE (5) FOOT UTILITY EASEMENT PARALLEL WITH AND ADJACENT TO ALL DEDICATED STREETS.



6. WITH AND ADJACENT TO ALL DEDICATED STREETS.
7. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
8. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK GARAGE, BARN OR ANY OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.
9. ANY DWELLING OR STRUCTURE ERECTED OR PLACED ON ANY LOT IN THIS SUB-DIVISION SHALL BE COMPLETED AS TO EXTERNAL APPEARANCE, INCLUDING EXTERIOR FINISH WITHIN 9 MONTHS FROM DATE OF START OF CONSTRUCTION.
10. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
11. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
12. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
13. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS, BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.
14. NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARD AND RECOMMENDATIONS OF ISLAND COUNTY AND THE ARCHITECTURAL CONTROL COMMITTEE. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY. NO OUTHOUSES SHALL BE PERMITTED.
15. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FRO SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
16. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

CONTINUED.....

1. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
2. THE RESTRICTIVE COVENANTS CONTAINED HEREIN MAY BE WAIVED OR CHANGED BY THE ARCHITECTURAL CONTROL COMMITTEE, WHEN LAND CONTOURS OR OTHER CIRCUMSTANCES WOULD CAUSE AN UNDE HARDSHIP. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE THE SOLE JUDGE OF THE NECESSITY FOR WAIVING OR CHANGING THE RESTRICTIVE COVENANTS.
3. WATER SHALL BE FURNISHED BY ADMIRALS COVE, INC., OR ITS ASSIGNEE. A CHARGE OF \$100.00 PER LOT SHALL BE DUE UPON HOOK-UP TO THE WATER SYSTEM AND A PERIOD TO HOOK-UP SHALL BE REQUIRED BY ADMIRALS COVE, INC., OR ITS ASSIGNEES. WATER SHALL BE USED ONLY FOR DOMESTIC RESIDENTIAL PURPOSES NOT INCLUDING POOLS OF ASSORTED PURPOSES. A MONTHLY CHARGE OF APPROXIMATELY \$30.00 PER YEAR SHALL BE ASSESSED AND PAID BY THE LOT OWNER AFTER HOOK-UP.

ADMIRAL'S COVE

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and Declaration of Covenants Running with the Land, made this 8th day of April, 1968, by Admiral's Cove Incorporated.

WITNESSETH:

WHEREAS, said parties are the owners of Admiral's Cove, Division No. 6, an addition to Island County, Washington, as recorded in the records of Island County, which property is located in Island County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Admiral's Cove, an addition to Island County, Washington, according to plat thereof recorded in the records of Island County, Washington, which property is all located in Island County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling buildings.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of the officers of Admirals Cove, Inc., 2230 - 8th Avenue, Seattle, Washington 98121.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have fully authority to designate a successor. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot. All lots in this plat are subject to a 5' utility easement parallel with and adjacent to all dedicated streets.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of completion.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
17. Invalidity of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

18. The Restrictive Covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.
19. Water shall be furnished by Admiral's Cove, Inc. or its assignee. A charge of \$100.00 per lot shall be due upon hook-up to the water system and a permit to hook-up shall be required by Admiral's Cove, Inc. or its assignees. Water shall be used only for domestic residential purposes not including pools of assorted purposes. A charge of approximately \$30.00 per year shall be assessed and paid by the lot owner after hook-up.

\* \* \* \* \*

ADMIRAL'S COVE

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and Declaration of Covenants Running with the Land, made this 1st day of December 1967, by Admiral's Cove Incorporated.

WITNESSETH:

WHEREAS, said parties are the owners of Admiral's Cove, Division No. 7, an addition to Island County, Washington, as recorded in the records of Island County, which property is located in Island County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Admiral's Cove, an addition to Island County, Washington, according to plat thereof recorded in the records of Island County, Washington, which property is all located in Island County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling buildings.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of the officers of Admirals Cove, Inc., 2230 - 8th Avenue, Seattle, Washington 98121.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot. All lots in this plat are subject to a 5' utility easement parallel with and adjacent to all dedicated streets.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.



9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of construction.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. The Restrictive Covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.
19. Water shall be furnished by Admiral's Cove, Inc. or its assignee. A charge of \$100.00 per lot shall be due upon hook-up to the water system and a permit to hook-up shall be required by Admiral's Cove, Inc. or its assignees. Water shall be used only for domestic residential purposes not including pools or assorted purposes. A charge of approximately \$30.00 per year shall be assessed and paid by the lot owner after hook-up.

\* \* \* \* \*