



ISLAND COUNTY AUDITOR

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Return Address:

Ken Pickard  
PO Box 207  
Coupeville, Wa. 98239

Abbreviated Legal Description: Portions of Section 29, Township 31 North, Range 2 East of the Willamette Meridian.

Assessor's Tax Parcel ID#'s: R23129-523-2060; R23129-482-2290; R23129-431-2300; R23129-453-1650.

**PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

West Coast Blue II LLC, a duly formed Washington Limited Liability Company, is the owner of the four ten (10) acre parcels of land located in Island County, Washington and legally described on Exhibit "A" hereto. Said owner of such lands hereby declares the following Protective Covenants, their restrictions, and conditions as established pertaining to the four ten acre lots above described. One of the ten acre parcels may be divided into two five acre parcels in which event these covenants shall apply to each of those parcels as well as the remaining three ten acre parcels.

The restrictions and covenants herein shall run with the land and be binding upon all parties, persons and entities claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 75% of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

If any property owner of the above described parcels or his/her heirs, successors or assigns shall violate or attempt to violate any of the covenants hereing, it shall be lawful for any other person or entity owning any of the other above described parcels to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him/her, or it, or them, from doing so and to recover monetary damages or other dues for such violation and injunctive relief if



appropriate, together with the actual attorney fees and costs incurred in prosecuting the civil violation.

Invalidation of any one of these covenants by court order or judgment shall in no way effect any of the remaining provisions which shall remain in full force and effect.

THEREFORE:

1. The said property is being subjected by this declaration to the restrictions, covenants and conditions hereby declared to ensure the best use and the most appropriate development of the sites and buildings thereon, to protect the owners of said tracts against such improper use of the surrounding building sites as will depreciate the value and peaceful enjoyment of their property, to preserve, so far as practicable, the natural beauty of the said property; to obtain harmonious color schemes of structures, to encourage the erection of attractive homes thereon with appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvements of building sites, and in general to provide for a quality improvement of the said property without deterioration of the natural beauty of the said property, and thereby to enhance the value of investments made by purchasers on lots thereon.
2. With the exception of Tract "B", Island County Assessor's Parcel ID# R23129-482-2290, which may be divided into two five acre parcels, none of the remaining three ten acre parcels shall ever be subdivided and shall forever remain as ten acre parcels.
3. There shall be no cutting of any trees, bushes, brush, and native vegetation within thirty-five (35) feet of any property line of any tract. The lands within these buffers shall remain entirely as they are in their present, natural condition. No vegetation can be cut in the buffer area except the following listed noxious weeds: canadian thistle and tansy ragwort.
4. There shall be no above ground utilities anywhere upon any of the described tracts.
5. There shall be no mercury vapor or similar lighting on any of the above described tracts. All outdoor lighting shall be subdued and directed downward by proper enclosures of the lightbulbs. No outdoor lighting on any tract shall shine onto any other tract.
6. There shall be no outdoor storage of any vehicles, boats, campers, trailers, recreational vehicles, all must be stored indoors.
7. There shall be no erection/placement of factory built homes or mobile homes upon any tract. All residences built upon the said tracts shall be built with good quality workmanship and materials. All residences constructed upon the tracts shall be painted, stained, oiled in natural earth tones which will blend tastefully with the natural landscape. Exterior colors must harmonize with the nature and the surrounding landscape. Exterior building materials and colors should not unduly



- contrast with the site's background. Cedar siding and/or roofing left natural to weather, or oiled, is encouraged.
8. Metal buildings will be permitted for storage, barns, outbuildings provided they are of natural, blending color and sited and screened with vegetation so as not to be visible from any other tract. It is acknowledged that it may take some time for the planted screening to properly hide the metal building from viewing upon an adjacent tract, however trees planted for such screening shall be at least six (6) feet in height at the time of planting and be evergreen species. Further, no metal building may be placed closer than one hundred (100) feet from any property line. With regard to metal buildings and all other outbuildings the color requirements of Section (7) above shall apply.
  9. All buildings shall to the maximum extent possible be situated upon the tracts so as not to be visible from any of the other tracts. The intent here is to promote privacy and the feeling of seclusion by the owners and users of all the tracts. Each tract shall prior to sale by the West Coats Blue II LLC shall have a cleared, graded building envelope area and it is required that the residences be constructed withing such cleared and graded area. Outbuildings may be placed elsewhere upon the tracts but subject to the above restrictions.
  10. No tree with a diameter in excess of twelve, (12) inches shall be cut upon any tract without the written permission of at least 75% of the then owners of the above described tracts. Prior to cutting any such trees the party desiring to do so shall mark the trees with spray paint or flagging, convene a meeting of the owners, obtain the required written instrument and photograph the specific trees to be cut and for which the approval is given. The party cutting the trees shall be responsible for keeping and maintaing the written insturment and attached photographs and the same shall be available for inspection by any other tract owner upon reasonable request. The purpose here is to retain as much as possible the lovely and mature forest which exists upon these lands, and also to maintain the seclusion and privacy referred to above. It is acknowledged that the owners of the tracts will want to make reasonable use of them for gardening, possibly keeping some livestock, hiking and such, but to balance those uses with the intent of retaining the large trees, especially the large evergreen conifers. There is a preference toward the topping of trees it at all possible. Clear cutting is prohibited. Clear cutting is defined to be cutting of most of the trees in an area ½ acres or larger. Even clearings of ½ acres must preserve clusters of evergreen trees. No cutting shall occur of trees larger than twelve (12) inches in diameter any place upon the tracts without compliance with the above procedure. More than one cleared area should be allowed upon each tract subject to following the above procedure for cutting of regulated trees. Each tree cut in violation of the above covenant shall result in the levy of a fine of \$1,000.00 per tree in addition to the other enforcement remedies contained in these covenants. The \$1,00.00 penalty is warranted due to the fact that it takes at least fifty (50) years to grow a significant evergreen tree to replace those illegally cut. The penalty sums will be payable to the



Whidbey Environmental Action Network, WEAN., or if WEAN is defunct, to The Natural Resources Defense Council, a nationwide environmental organization.

11. No owner shall permit noise that disturbs the peace, quiet, comfort or serenity of occupants of the surrounding dwellings.
12. The use of loud motorized dirt bikes, "pocket bikes" and off-road vehicles is prohibited. Four stroke properly muffled off-road bikes and vehicles is permitted. There shall be no operation of motorized off road vehicles or yard equipment such as lawnmowers, weed eaters and chainsaws prior to eight o'clock a.m. on weekdays and nine o'clock a.m. on weekends. Nor shall the same be operated after eight o'clock p.m. on any day of the week.
13. All pets and animals shall be confined to the respective property of its owners at all times.
14. There shall be no hunting of any kind on any portion of the said properties.
15. Discharge of any firearms, weapons, unless for self defense is strictly prohibited.
16. There shall be no illegal dumping or burning of any kind on any portion of the properties.
17. There shall be no discharge if illegal fireworks at any time on any of the properties.
18. The Owner declares that prior to offering any of the tracts for sale it intends to clear building sites and view corridors. The prohibition of cutting trees and procedures for gaining approval of that cutting as set forth in Section 10 above do not apply to this initial clearing of building sites and view corridors by the undersigned Owner.
19. ROAD MAINTENANCE: The owner of each tract or portion thereof above described shall be obliged to contribute pro-rata to all expenses related to maintaining what is referred to herein as the "main access road" leaving North Bluff Road and providing access to the feeder roads to each individual tract. The main access road is essentially that portion of the gravel road leaving the County Road known as North Bluff Road and traversing the forty acres up to the top of the ridge. The main access road is identified in the attached Exhibit B hereto, a survey map of the currently existing parcels. As stated above, Tract B may in the future be divided into two five acre parcels. Should that occur there will be five pro-rata contributors to the main access road maintenance costs, all to contribute equally. Decisions regarding the need and procuring of such road maintenance shall be made by a majority of the tract owners and that decision shall be binding upon all tract owners. Owners who fail to timely contribute their pro-rata share of those expenses may be sued by any other owner or owners who pay the defaulting owner's share and the prevailing party in any such dispute shall be awarded his or her actual attorney fees and costs incurred, whether or not litigation is actually commenced. Also any sums collected shall



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include interest on the sums unpaid by the defaulting owner at the maximum rate permissible under the law. Each tract owner shall be solely responsible for the maintenance of his or her feeder road which leaves the main access road and provides access to his or her place of residence.

These Protective Covenants shall be binding upon and inure to the benefit of the owners of the affected tracts and their respective transferees, successors, heirs, beneficiaries and personal representatives.

IN WITNESS WHEREOF the undersigned has executed this instrument effective as of the date of execution.

WEST COAST BLUE II LLC, by Kenneth C. Pickard a managing agent

State of Washington  
County of Island:

On this day personally appeared before me Kenneth C. Pickard, who acknowledged that he is a shareholder and a managing partner of West Coast Blue II LLC, a Washington Limited Liability Company, and that he had the authority to sign the above Protective Covenants on for and on behalf of that LLC and that he did so as his free and voluntary act for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington located at Coupeville.

My commission expires: 7-20-08

