

Covenants – Hat Island (Gedney Island)

RESTRICTIONS, EASEMENTS AND RESERVATIONS

(For all sections with differences as indicated)

- I. The area covered by these covenants is the entire area described above. (See section plat)
2. No lot shall be used except for residential purposes unless zoned otherwise, and no building shall be erected, altered, Placed or permitted to remain on any lot, as platted other than one detached single family dwelling not to exceed 30 feet In height and a private garage for not more than two cars. *For Sections E, H, J, K, M and N add:* excepting that nothing herein shall be deemed to prohibit the construction, operation and maintenance of any structures, facilities and appurtenances reasonably required for water and electric supply, and/or other utilities and services conforming to the approved development plan for the island. *For Section M also add:* including telephone switchboard, microwave station, etc.”
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 or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless approved by said committee. The Architectural control committee is C. Edwin Johnston, E.G. Wernenton and James H. Reid. *(All since replaced)* The Architectural Control Committee shall have the absolute right to restrict or prohibit the construction of any building even though such a building is not otherwise restricted or prohibited herein, if in their sole discretion such building would be detrimental to the development of the plat.

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.

The Committee’s approval or disapproval as required in these covenants shall be in writing

4. No dwelling shall be permitted on any lot except In accordance with these restrictions and as approved by the architectural control committee. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one-story building, nor less than 500 square feet on the first floor for a dwelling of more than one story.
5. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line “except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as

part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and, in addition, easements for drainage and utilities 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. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except trailers may be used temporarily with the approval of the architectural control committee.

10. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from the date of start of construction, except for reasons beyond control, in which case a longer period may be permitted by the architectural control committee.

11. 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, but not excluding signs used by the exclusive sales agent or a builder to advertise the property during the construction and sales period.

12. 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.

13. 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.

14. Hat Island Development Company shall provide a reasonable source of water supply for the owners of each lot not later than two years from the date of this Instrument. No wells of any kind shall be allowed except those owned and operated by Hat Island Development Company or Hat Island Country Club, Inc., or their successors, as the case may be, for the general water supply.

15. 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 the Snohomish County Health Department. Approval of such system as installed shall be obtained from such authority.

16. 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 ten years unless an instrument signed by a majority of the then-owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

17. 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, or both.

18. Invalidation of any one of these covenants by judgment or court orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. The Architectural Control Committee shall have discretion to allow exceptions to any provision of this document.

20. All waterfront piers, wharves, bulkheads and similar structures shall be subject to Architectural Control Committee approval as well as the approval of such government agencies having authority in such matters.

21. There shall be easements for roads for ingress and egress and for utilities for all lot owners of the said plat on all roads as shown on the plat referred to above, as well as on any plat or plats hereafter recorded by the grantors covering property located on Hat Island, also known as Gedney Island, Snohomish County, Washington. The Hat Island Development Company shall construct all roads shown on said plat or plats, develop water supply, develop and construct a golf course and, if feasible, an air strip, and shall provide electric service and maintain said facilities until same are conveyed to Hat Island Country Club, Inc. Thereafter said club shall maintain and operate said facilities together with such additional recreational or other facilities as it shall by proper authorization from its membership undertake to provide. The said club shall have the power to charge and assess its members on an equitable basis for the operation and maintenance of the said facilities originally provided by Hat island Development Company and to charge and assess Its members on an equitable basis for such additional recreational or other facilities as shall be duly authorized by its membership for the mutual benefit of all Its members. The Hat Island Development Company shall provide transportation to and from the said Island on a reasonable basis for a period of not less than eighteen (18) months from date hereof and in the event public transportation to and from the said Island is not available after the expiration of the said period, Hat Island Development Company shall furnish the ship known as the HOLIDAY now owned by the said Company to the Club at a reasonable rental therefore until such time as public transportation is available or some other suitable means has been provided for transportation to and from the said Island. The Hat Island Development Company shall provide the said Club with certain beach areas as specified upon the plat or plats hereafter recorded by it but the development and construction of any beach facilities or pools shall be the responsibility of the said Club. The Hat Island Development Company shall have the right to lease the air strip and golf course to the said Club for a reasonable rental.

22. There shall be an easement for ingress and egress across the beach on said plats between mean high tide and extreme low tide for beach lot owners only whose property abuts upon and Includes second class tidelands.

23. All oil, gas and mineral rights in the said land are hereby reserved to Hat Island Development Company.

For Division N add the following from the agreement between Div N residents and HICI at the time the Division joined the community:

7. West Beach agrees to construct at its exclusive cost and expense all roads, roadways and access which are shown on Exhibit "B", which shall include but not be limited to the construction of a road to that portion of Whidbey Island Drive beginning at Division "N" adjoining lot 48 of Division "M", henceforth of that point of its intersection with Cascade Drive. Such construction as provided for in this paragraph shall be subject to H.I.C.I. standards and upon final inspection and acceptance by H.I.C.I. Further, West Beach agrees that H.I.C.I. shall not be obligated or bound to provide road access to any other properties within the above described division, and any such roads or access desired by the property owners in said divisions shall be provided at their sole expense through any rights of access that they shall gain. However, upon the installation and construction of any roadway set forth in this paragraph, in conformance with the road standards adopted by H.I.C.I. as well as all applicable governmental standards, H.I.C.I. agrees, at such time as said roads are conveyed to H.I.C.I. by deed or otherwise, to assume the responsibility of repair, maintenance and upkeep Provided, however, that in the event repair is required as a result of water or water related damage of any nature that may occur, the owners of lots of Division "N" and all successors in interests in said property shall have the right to repair said damage within 48 hours. Any repair work to be performed shall be commenced no later than forty-eight (48) hours after the occurrence of the damage. In the event that said owners or their successors in interest fail to commence repairs within said forty-eight (48) hours, then H.I.C.I. shall undertake to make the repair and the owners of lots in Division "N" and all successors in interest in said property agree to reimburse H.I.C.I. within thirty (30) days of receipt of a billing from H.I.C.I., for all the costs of repairing the damage resulting from water or water related occurrences.

8. West Beach and all of the owners of lots in Exhibit "A" (Division "N") as well as their successors in interest, agree to release and hold harmless H.I.C.I. and/or its board of directors and officers, from any and all liabilities associated with road slides and water related damages of any nature to any road, person or property in and to or around Division "N".