

Buena Vista Community Club
P.O. Box 337
Stanwood, WA 98292

Restrictive Covenants of
Buena Vista Division No. 3
(Recorded under Island County Auditor's File No. 4154762)
Replacing Covenants recorded under Island County Auditor's File No. 145711
and Amendments recorded under A.F. No. 94024391 and 20 004869

Daniel B. Garrison and Violet B. Garrison, husband and wife, have filed for record the Plat of Buena Vista Division No. 3, and the same has been accepted by the Board of County Commissioners of Island County, Island County, Washington, and filed for record in Volume 7 of Plats, page 38.

Preamble

The following restrictions shall constitute servitudes upon the various areas affected for the general benefit of all property owners in said plat, and for the following general purposes:

- (a) To insure the use of the property for attractive residential purposes only;
- (b) To prevent nuisances;
- (c) To prevent the impairment of the attractiveness of the property;
- (d) To maintain a desirable tone in the community;
- (e) To secure to each building site owner the full benefit and enjoyment of his home; and,
- (f) To preserve to the individual owners of each lot, insofar as it is reasonably possible, an unobstructed panoramic view from each lot of the Cascade Mountain range, Mt. Baker, Skagit Bay, Saratoga Passage, and Whidbey Island;

with no greater restrictions on the free and undisturbed use of each building site than is necessary to insure the same advantages to all other building site owners.

Daniel B. Garrison and Violet B. Garrison, husband and wife, hereinafter called "Garrison", do hereby provide and declare that all of the lots and blocks in Buena Vista Division No. 3 shall, for a period ending on December 31, 1975, be owned, held, used, occupied, developed and sold subject to the servitudes and restrictive covenants hereby declared and imposed, and the same shall constitute covenants running with the land for the general benefit of all property owners in said plat, PROVIDED that the easements and equitable servitudes created and granted in Paragraph 18 of this instrument shall remain in force and effect for so long a time as the premises therein described are used for the maintenance of a water pipe line.

1. The statutes, ordinances, and regulations of the State of Washington, the County of Island, or of any other public authority having jurisdiction of the land encompassed by Buena Vista Division No. 3 are hereby declared to be and are imposed upon said lands to the same effect as if set out in this declaration in full, provided however, that no such zoning ordinance shall have retroactive effect with respect to land therein sold by Garrison or their successors in interest.

2. A “building site” is defined to be:

(a) A platted lot, or

(b) Any area within the plat of Buena Vista Division No. 3 having a boundary of no less than fifty feet on a platted street, the average width of which is not less than sixty feet between side boundaries and a total area of not less than seven thousand two hundred square feet.

3. No dwelling or structure accessory to a dwelling may be erected, altered, placed or permitted to remain on an area that does not comprise a “building site,” as above defined.

4. Use of a “building site” shall be limited to single occupancy residential purposes. No building site shall be used for a business or mercantile use.

5. (a) Height and Use of Building. No more than one single family dwelling, together with one private garage, one guest house, or a garden house, if used as a structure accessory to the principal dwelling, shall be constructed or be permitted to remain on any building site within the Plat of Buena Vista Division No. 3. The maximum finished height of any structure, shall not exceed an elevation of fourteen (14) feet above the original graded ground level of the building site upon which it is located, which elevation shall be measured from the highest point on such building site.

(b) Renting of Premises. The lease or rental of a principal dwelling for strictly residential occupancy is permitted. The lease or rental of any accessory building separately and apart from the principal dwelling on any building site shall constitute a prohibited non-residential use of a building site.

(c) Right to View. The right of an unobstructed view, as described in clause (f) of the first general purpose paragraph of the Restrictive Covenants as amended, has been and is acknowledged to be a major amenity appurtenant to all lots in the Plat of Buena Vista Division No. 3, which right exists in and extends to all present and future owners and occupiers of property in this plat.

(d) Approval of New Construction. No person shall commence or permit the construction of any structure, (including a fence) on any building site in the Plat of Buena Vista Division No. 3 unless an application for approval of a site plan has been submitted by a lot owner or his duly authorized representative to the Board of Trustees of Buena Vista Community Club, a non-profit corporation, (hereinafter called “Board”); and the said site plan shall have been approved by the Board as meeting the requirements of these Restrictive Covenants, and which preserves the right of an unobstructed view appurtenant to all lots of the plat insofar as it is reasonably possible.

(e) Requirements of Site Plan. Each site submitted for approval must contain the following elements:

- i. Name, address and telephone number of lot owner proposing construction;
- ii. A legal description of the building site;
- iii. A sketch of the building site on a scale of not less than 1 inch to 100 feet, preferably larger, showing perimeter description of the site, and the proposed location of any structure proposed to be erected thereon;

- iv. An approximate pictorial rendering showing the general configuration and exact elevation of the work proposed to be constructed, with reference to the topographical elevations of the existing graded ground level of the building site; and
- v. Any landscape features, i.e. proposed trees or fences, which might jeopardize the “right to view” of other lot owners.

(f) **Board of Trustees: Authority in Cases Involving Right to View.** In addition to the jurisdiction vested in the Board to permit departures from general restrictions pursuant to paragraph 9 of the Restrictive Covenants, the Board shall have jurisdiction and authority to approve or disapprove all construction and/or plans for construction of any structure on the Plat of Buena Vista Division No. 3. The Board shall also have jurisdiction and authority to make recommendations as to the height and width of trees and shrubs in all cases where the right to view of any building site owner is measurably obstructed.

(g) **Procedure of Board.** Any owner who desires to construct a structure on his lot, or desires a Board recommendation for the removal, topping or trimming any tree or shrub, or contends that his right to view is unreasonably obstructed, shall submit an application for Board action in the form of a written statement with supporting information such as sketches, pictures, plans, etc., to the secretary of the Buena Vista Community Club for Board action. If the Board fails to take action approving or disapproving the matter within thirty (30) days after the application shall have been submitted to the Board, it shall have no further jurisdiction to act in the matter, without prejudice to the individual and/or collective rights of any other person or persons owning property in Buena Vista Division No. 3 to pursue any right to remedy provided under Section 21 of the Restrictive Covenants.”

6. No dwelling having a floor area of less than thirteen hundred (1300) square feet, exclusive of any accessory building, carport or garage, may be erected, altered, placed or permitted to remain on any building site.

7. No dwelling or accessory building shall be placed closer than twenty feet to the front property line, nor closer than twenty feet to the rear property line, nor closer than five feet to the side boundaries of any building site. The overhang of any building roof shall not extend closer than three feet to any property line.

8. All dwelling units shall be built to International Residential Code (IRC) standards as adopted by Island County and constructed on the lot. Mobile homes/manufactured homes, as defined by Island County Code, are prohibited.

9. The Board shall have the jurisdiction upon reasonable notice and request of any building site owner involved, to permit departure from provisions set forth herein:

- (a) limiting height of structures to fourteen (14) feet above the highest original graded ground level of the building site,
 - (b) providing for a minimum floor area,
 - (c) providing for placement of buildings or structures upon building site, or
 - (d) providing minimum construction standards,
- upon a showing that there will be no injury or harm to the ownership of other property within the plat, and that such departures do not adversely affect the harmonious development of the entire plat. The

said Board, in case the departure from the aforementioned standards be granted, may cause to be executed an instrument by the president and secretary in writing, duly acknowledged in the form required of deeds, which shall set forth the nature of the departure from the aforementioned restrictions and the same shall be filed for record in the office of the Auditor of Island County, Washington. In case a property owner feels aggrieved by the decision of the Board, he shall have the right to submit the matter to arbitration, whereby the Board shall appoint one arbitrator, the property owner involved shall appoint another, and the two thus appointed shall arbitrate the matter and the decision reached shall be binding on all parties, and the Board shall, if necessary, in accordance with such arbitrator's decision proceed to execute a certificate allowing departure from the restrictions above mentioned in recordable form.

10. All lots and building sites in said plat shall be subject to a right of such public utility companies serving the plat to install utilities, erect guy wires and guy poles where the same are reasonably necessary in the public interest, including the right of such companies to make necessary installations, repairs and replacements thereof.

11. No dwelling shall be occupied as a residence until the exterior thereof shall have been substantially completed. No structure other than a dwelling conforming to these building and land use restrictions shall be occupied as a temporary or permanent residence. No dwelling shall be occupied or continue to be occupied unless within ninety (90) days after water service shall have become available, such dwelling shall have been connected with a sewer or a septic tank designed for sewage disposal which has been installed and approved by the Island County Health Department having jurisdiction in accordance with the requirements, of the Washington State Department of Health.

12. All tanks for storage of fuel oil must be buried below the surface of the ground or installed within an enclosure integral with a building. Liquid gas tanks shall be so placed as not to impair the landscaping and general appearance of the neighborhood.

13. The owner of each building site shall keep the same in a neat, clean and orderly condition (e.g. no garbage, refuse, old appliances, undriveable/inoperable vehicles, etc. shall remain on the property).

14. Boats and vehicles (e.g. recreational vehicles, trucks, trailers, autos, etc.) parked over fourteen (14) days on the unpaved portion of the county right of way shall be reported to the Island County Sheriff's Department for removal in accordance with County Code.

15. Trees, shrubs and other vegetation shall not exceed a height of fourteen (14) feet unless said trees or vegetation do not obstruct the "panoramic view" referred to in the Preamble, under (f) and Section 5. (c) and (e) v.

16. All persons commencing construction of dwellings on any building site must complete the same within twelve (12) months thereafter so that the full exterior of any such dwelling must be completed and finished within such time. Placement of any building material on the lot shall determine the date of commencement of such construction.

17. No animals, livestock or poultry of any kind shall be kept, raised, bred or tolerated on any building site, except that dogs or cats may be kept as household pets, but not for any commercial purposes.

18. An easement and equitable servitude is hereby created and granted unto and for the benefit of Buena Vista Community Club, and the parcels of property involved are subject to such easement as follows:

1. A right of way ten (10) feet in width, the center line of which is described as follows:

Commencing at the Northeast corner of Lot 12, Block 9, Plat of Buena Vista Division 3, thence N89°57'56" W 381.3 feet; thence S79°38' W 306.04 feet; thence S0°02'04" W 117.65 feet.

2. A right of way 10 feet in width, the center line of which is described as follows:

Commencing at the Northeast corner of Lot 1, Block 10, Plat of Buena Vista Division No. 3, thence S0°17'14" W 130 feet; thence S89°57'56" E 10 feet.

3. A right of way 10 feet in width, the center line of which is described as follows:

Commencing at the Southwest corner of Lot 2, Block 7, Plat of Buena Vista Division No. 3, thence N0°33'15" E 184.63 feet.

4. A right of way 5 feet in width along the northerly boundary of Block 7, Plat of Buena Vista Division No. 3.

5. A right of way 5 feet in width along the northerly boundary of Block 8, Plat of Buena Vista Division No. 3.

19. These building and use restrictions, except for the provisions of Sections 2, 3, 4, 7, 18, and 19, may be supplemented, relaxed, revoked or amended by a majority of the then owners of completed dwellings located on said plat. The term "owners" for purposes of this section shall also include those persons purchasing such dwellings upon a real estate contract. Such changes shall be evidenced by an instrument in writing, which shall be executed by a majority of the then owners of completed buildings and shall contain a statement sworn to by such owners setting forth the facts upon which they claim the right to execute such instrument, insofar as ownership and completion of dwelling are concerned. The instrument shall be acknowledged by such majority of owners and must contain the approval of Garrison until such time as Garrison shall have completed the original sale of the entire platted area and of those adjacent areas owned by Garrison within the Northwest Quarter of the Northwest Quarter of Section 19, Township 32 North, Range 3. The joinder and consent of Garrison or their successor shall also be acknowledged. Such statement may then be prepared in recordable form and filed for record in the office of the Auditor of Island County, Washington, and such change in the building and use restrictions shall then become effective upon recording thereof.

20. The restrictions and terms of servitude herein contained shall in all cases constitute covenants running with the land as provided by law and shall be binding upon Garrison as well as all persons, firms or corporations obtaining title or interest of any kind in and to property contained in the Plat of Buena Vista Division No. 1 hereafter and in perpetuity.

21. These building and use restrictions may be enforceable by any lot owner or building site owner by means of proceedings at law or in equity against any person, firm or corporation violating or attempting to violate these building and use restrictions or any portions thereof. Such persons may recover damages for such violations or may be entitled to an order of the Superior Court restraining such violations or the violations may be enjoined concerning the use of any structure or structures. Re-course may be had at law or equity to require performance or to refrain from any performance concerning the acts herein prohibited all in such form and under such penalties as the Superior Court of Island County may provide.

22. Should any limitation, restriction, servitude or use of any provision herein described be declared invalid or unenforceable by any Court of governmental body having jurisdiction, it shall in no manner affect any other section or provision herein, all of which shall continue to remain in full force and effect.

Buena Vista Community Club, a Washington corporation, agrees to accept the benefits and burdens described herein and the jurisdiction to act in the premises as set forth in Sections 9 and 18.

Approved as evidence on attached signature pages.

Attest:

Hiram Bronson, President

Marie Mark, Secretary