

DECLARATION OF  
RESTRICTIVE COVENANTS AND CONDITIONS

BAY VIEW ESTATES

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Ted and Rita Jenneskens, being the owner/developer of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision known as Bay View Estates, consisting of lots numbered 1 to 9, make the following declaration of restrictions on said Bay View Estates, which is an addition to the City of Anacortes, Washington, according to the plat thereof in volume of ~~Plats~~ SHORT PLATS 10, pages 174 & 175, records of Skagit County, Washington. T.J.

Said restrictive covenants shall hereafter become and be made a part of any conveyance of lots within the above described plat.

ARTICLE 1

Definitions

1. "DECLARANT" shall mean and refer to Ted and Rita Jenneskens, its successors and assigns if such successors and assigns should acquire for the purpose of development or construction all or substantially all of the properties owned by Ted and Rita Jenneskens, in the plat of Bay View Estates, provided however that no person or entity shall be considered to be the declarant for the purpose of development.
2. "DECLARATION" shall mean and refer to the declaration of restrictive covenants and conditions and restrictions applicable to the properties described herein.
3. "LOTS" shall mean and refer to any numbered plot of land shown upon the recorded subdivision plat of Bay View Estates.
4. "PRIVATE OPEN SPACE" shall mean and refer to such space as designated on the plat for common use and enjoyment of the owners.
5. "OWNERS" shall mean and refer to the owner of record of one or more persons or entities of a lot which is a part of Bay View Estates, including contract purchasers, but excluding those having such interest merely as security for performance of an obligation.
6. "Improvement" shall mean and refer to every building of any kind, including but not limited to fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the plat.
7. "PLAT" shall mean and refer to Bay View Estates.

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## ARTICLE 2

### Private Open Space

1. Each owner shall have a right and a non-exclusive easement of enjoyment in and to the private open space and such easement shall be appurtenant to and shall pass with the title of every lot.
2. The private open space is not for access.
3. The private open space is not to be used as a building site.
4. Initially, grass will be planted in the private open space. All maintenance and improvements to the private open space shall be agreed upon by all the owners of Bayview Estates. Costs to improve and maintain the private open space will be shared equally between all the owners of Bayview Estates. General maintenance of the private open space is required at intervals sufficient to keep the area in a useable condition and includes keeping the area from getting overgrown with weeds and bramble bushes.
5. Trees on the open space are not allowed over 8 feet in height to preserve to view from the west.

## ARTICLE 3

### Architectural Control Committee

1. There is hereby constituted a construction period architectural control committee (ACC). The declarant shall have the right to select the initial members of the ACC. The initial members shall be Ted Jenneskens Sr., Rita Jenneskens, Ted Jenneskens Jr. and Ron Bair. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives or successors shall be entitled to compensation for services pursuant to this covenant. Upon the title transfer of the last house on the last lot in the plat, the then existing construction period ACC automatically passes on the powers and duties of the committee to the then recorded owners of the plat. The construction period Architectural Control Committee then ceases to exist.
2. The committee approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after a complete set of plans and specifications have been properly 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. The plan submitted shall be a complete set of construction drawings including house elevations, square footage of living space and a plot plan showing relative elevations of lot corners;

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driveway, house location on lot, lot drainage and lot dimensions and setbacks and a complete set description of exterior building materials including roofing. The committee shall approve the quality of workmanship and materials, harmony of external design with existing structure.

3. This instrument may not be modified in any respect whatsoever or rescinded in whole or part, except with the consent of the majority of the parties or their successors or assigns, duly executed and acknowledged by said parties and duly recorded in Skagit County, Washington.

4. 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 damage. All legal and court costs required for enforcement shall be paid by the person or persons found in violation of these covenants.

5. Invalidation of any one of the covenants by judgement or by court order shall in no way affect any of the other provisions which shall remain in full-force and affect.

6. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now and hereafter imposed and the prevailing party in litigation, in addition to any other sums which said party may recover shall be awarded reasonable attorney's fees, court costs and any expense of litigation.

#### ARTICLE 4

##### Lot Use, Dwelling Size and Quality

1. No lot shall be used except for residential purposes. The main structure shall consist of a single family dwelling not to exceed two stories and a private garage for not less than one car. Temporary "model home" real estate sales offices will be considered as a residential use until all houses have been built and sold on all subject lots. Appurtenant structures shall be subject to approval of the ACC.

2. The minimum allowable square footage of any residence in Bay View Estates, excluding open porches and garages shall be as follows:

- a. Ramblers - 1000 square feet.
- b. Two-story - 1500 square feet with a minimum of 900 square feet on the entry level.
- c. Tri-levels - 1500 square feet.
- d. The ACC may approve or disapprove applications submitted for changes in minimum square footage.

3. No T1-11 siding will be permitted as exterior finish.

4. Roofing materials shall be cedar shakes, brown or grey tile or a textured composition.

5. All driveways and walkways shall be concrete.

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6. No building shall be located on any lot nearer to the front, rear or side lot lines than is permitted by the City of Anacortes ordinances.

7. No mobile or modular homes will be permitted in this subdivision.

8. Any dwelling or structure erected or placed on any lot in this subdivision shall be by a licensed contractor and be completed as to external appearance including finish painting within six (6) months from the start of construction, unless upon their review of a written request for an extension of time, the ACC grants such an extension.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements. The easement of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

10. Front yard landscaping design shall be submitted to the builder with plans to the ACC for approval. Landscaping per approved plans shall be completed at the time of final inspection of the construction.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet for advertising the property for sale or lease and signs used by a builder or the declarant and/or their agents to advertise the property during the initial construction and sale periods.

12. No individual water supply system shall be permitted on any lot.

13. No individual sewer disposal system shall be permitted on any lot.

14. No fence, wall, hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall the top of which shall not extend more than two feet above the upper grade at the rear side of the property. No fence, wall, hedge or mass planting shall at any time where permitted, extend higher than six (6) feet above the ground.

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

16. Boats, boat trailers, travel trailers, non-motorized campers and other such vehicles must be sight screened and stored behind primary structures unless variances are granted by the ACC. Such sight screening shall be opaque fencing and/or opaque mass planting which is five (5) feet

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high. No vehicles, inoperative for reason of mechanical failure, shall be parked and/or stored on any subject lot or in the street right of way for any period in excess of 48 hours. No vehicles shall be parked in the street right of way for any period in excess of 48 hours.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

18. Trees are not to be more than 30 feet in height to preserve the maximum view. It shall be the responsibility of the owner upon whose property the tree is located to maintain the proper tree height.

19. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time as a residence either temporarily or permanently. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the lot from placing a trailer on the lot for construction purposes during the period of construction, but in no event for longer than a sixty (60) day period.

20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot nor shall oil wells, tanks, tunnels, excavations or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot without prior written approval from the ACC, excepting the right of any homebuilder and the declarant to construct and sell residences, to store construction equipment and materials on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sale in Bay View Estates.

22. It shall be incumbent upon each builder to maintain a clean and orderly construction site during the normal course of construction and to clear any debris, excess materials and equipment from said lot and near the street.

## ARTICLE 5

### Amendments

1. The provisions for "Restrictive Covenants" hereof may be amended, changed, revoked or terminated in whole or in part by the declarant or by petition signed by fifty-one percent (51%) of the lot owners of Bay View

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Estates, with thirty (30) days written notice to all owners of said plat.

ARTICLE 6

Term

1. The "Restrictive Covenants" contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying lots in Bay View Estates for a period of thirty (30) years from the date these covenants are recorded, after time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument signed by the majority of the then recorded owners of all lots has been recorded, agreeing to change said covenants in whole or part.

2. Any party or person owning real estate situated in Bay View Estates shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

In witness whereof, the record owner has caused these present to be signed this 12th day of ~~November, 1992~~ February 1993

Theodorus G. Jenneskens

Theodorus G. Jenneskens  
ID: WDL: JENNETG 77156

State of Washington  
County of King

Maria K. Jenneskens

Maria K. Jenneskens  
ID: WDL: JenneMK 7075K

On this day personally appeared before me Theodorus G. Jenneskens and Maria K. Jenneskens, husband and wife, described in and who executed the within and foregoing instrument, and that they signed the same as there free and voluntary act and deed, for the uses and purposes there mentioned. Given under my hand and official seal this 12th day of ~~November, 1992~~ February 1993

Harry Lipsing

Notary Public in and for the State of Washington, residing in

Sedro Woolley

My commission expires Aug 28, 1996

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