

AMENDMENTS TO RESTRICTIVE COVENANTS.  
OF  
HOLMES HARBOR ESTATES, INC.

The undersigned being all of the property owners of Holmes Harbor Estates, Inc., hereby convey and quit claim and agree, one with the other that the restrictive covenants of the Plat of Holmes Harbor Estates, Inc., the same being recorded June 18, 1962 under Auditor's File No. 145224, records of Island County, State of Washington, be and the same are hereby amended to read as follows:

I - RESIDENTIAL AREA

The covenants and restrictions herein contained shall apply to the entire Plat of Holmes Harbor Estates, Inc., for the purpose of creating a protected residential area.

II - LAND USE AND BUILDING TYPE

Each lot shall be used for residential purposes, except the well site. No building shall be erected, altered, placed or permitted to remain on any lot, except those specifically excluded, that does not comprise a single family dwelling. "Accessory buildings", defined as a private garage or carport for not more than two cars, may be built as accessory to a single family dwelling. No building lot shall be used for a business or mercantile use, but rental of any dwelling for solely residential purposes shall not constitute a business or commercial use, but rental of any accessory building separate and apart from the principal single family dwelling shall constitute a commercial use and is prohibited.

III - DWELLING COST, QUALITY AND SIZE

No dwelling may be erected, altered, placed or permitted to remain on any lot having a floor area less than seven hundred (700) square feet, exclusive of any accessory building.

The construction of any buildings erected, altered, placed or permitted to remain upon lots shall be of good and substantial type of construction. All chimneys shall equal or better the specifications of the National Board of Fire Underwriters. The exteriors of all dwellings and accessory buildings shall be completed, including finish, stain, paint, etc., within a period of nine (9) months from the beginning of construction.

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Placement of any building material on the lot shall determine the date of commencement of such construction.

#### IV - DWELLING LOCATION

No dwelling or accessory building shall be placed closer than twenty (20) feet to the front property line as established by plat nor closer than ten (10) feet to the rear property line, nor closer than five (5) feet to the side lines of any lot. The same restrictions shall apply to any accessory building.

#### V - HEIGHT RESTRICTIONS

No dwelling or accessory building shall exceed fifteen (15) feet in height. This restriction shall not apply to Lots 9 through 19, block 9 and Lots 16 through 23, Block 5 and all of Block 7.

#### VI - EASEMENTS

Easements for installation and maintenance of water, utility and drainage facilities are reserved and subject to the rights of same across the rear and side lot lines of any lot to make necessary installations, repairs and replacements.

#### VII - NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance, or nuisance to other residents, including the shooting of firearms.

#### VIII - TEMPORARY STRUCTURES

No structure of temporary character, including trailers, tents, garages, etc., shall be occupied or used as a temporary or permanent residence, except that such structure may be occupied for a period not exceeding twelve (12) months while a permanent dwelling is being constructed and such temporary structure shall be connected to a proper and adequate septic tank. No permanent dwelling shall be occupied or continued to be occupied unless within ninety (90) days after water service shall become available, such dwelling shall have been connected with a sewer or a septic tank which has been installed and approved by the Island County Health Department.

On Lots 2 through 17, Block 1, and all of Block 2 of said Plat, trailers over 24 feet in length may be used as a residence.

#### IX - GARBAGE DISPOSAL

A closed sanitary container for the temporary storage of garbage and refuse, shall be maintained in conjunction with each permanent and/or temporary dwelling and such garbage or refuse shall be removed and disposed of from said container at least once weekly.

#### X - STORAGE TANKS

All tanks for storage of fuel of any nature for heating and/or cooking shall be buried below the surface of the ground or installed within an enclosure integral with each permanent and/or temporary dwelling. In the event that liquid gas tanks shall be utilized they shall be so placed as to not impair the landscaping and general appearance of the neighborhood.

#### XI - LIVESTOCK AND POULTRY, ETC.

No animals, livestock or poultry of any kind shall be kept, raised, bred or tolerated on any building site except that cats and dogs may be kept as household pets if property restrained and not bothersome to other residents, but not for any commercial purposes.

#### XII - SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or larger signs used by a builder to advertise the property during the construction and sales period; except that Holmes Harbor Estates, Inc., can erect and maintain any size sign until all platted lots are sold.

#### XIII - OIL AND MINING OPERATIONS

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.

#### XIV - WATER SUPPLY

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

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XV - SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub planting or other screening which obstructs sight lines at any intersections of any county or private road within said plat shall be allowed.

XVI - GENERAL PROVISIONS

The restrictions and servitudes herein contained shall in all cases constitute covenants running with the land as provided by law and shall be binding upon Holmes Harbor Estates, Inc., as well as all persons, firms or corporations obtaining title or interest of any kind in and to property contained in the plat of Holmes Harbor, Inc.

The building and use restrictions herein contained may be enforceable by any lot owner by means of proceedings at law or in equity against any person, firm or corporation violating or attempting to violate said restrictions or any portions thereof. Such persons may recover damages for such violations or the violations may be enjoined concerning the use of any structure or structures.

Should any limitation, restriction, servitude or use or any provisions 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.

These covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) 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 a majority of the then owners of the platted lots has been recorded agreeing to change such covenants in whole or in part.

DATED this 14th day of September, 1964.

Signed on original copy by:

HOLMES HARBOR ESTATES, INC.:

John Wold - President  
W. Slaughenhaupt - Secretary  
Ralph N. Donahey  
Wilhelmina Slaughenhaupt

WILLIAM HULBERT MILL CO.:

W. Hulbert Jr. - President  
Hattie May Donahey