



Covenants and Restrictions contained in the Plat of  
NORTHGATE TERRACE, DIVISION NO. 1, recorded June 15, 1970,  
As Auditor's file No. 231687 and revised/updated May 13, 2002.

KNOW ALL MEN BY THESE PRESENTS, that Recreation Land Management, Inc., a Washington Corporation, who are hereinafter referred to as "Declarants", do hereby declare as follows:

WHEREAS, Declarants are the fee owners or contract purchasers Respectively, of certain real property embracing the plat of Northgate Terrace, Division No. 1, located in Island County, State of Washington, and

WHEREAS, Declarants desire to subject said property to the restrictions, Covenants, conditions, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and for each owner thereof, and shall insure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Northgate Terrace Community Club, its successors and assigns, a nonprofit corporation organized under the laws of the State of Washington; now, therefore,

DECLARANTS HEREBY DECLARE that the above-described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto.

Declarants, or their successors or assigns, may from time to time subject additional real property owned or hereafter acquired by them, contiguous to any of the said property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.



## ARTICLE I

## General Purpose of Conditions:

The said property is hereby subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements of said property, and thereby enhance the values of investments made by purchasers of lots thereon.

## ARTICLE II

## Covenants and Restrictions

1. Land Use. All lots, tracts and parcels of the said property shall be used only as herein set forth or zoned, and such designated usage can be changed only by the approval of Northgate Community Club, Inc., through its Architectural Control Committee, as provided in the Articles of Incorporation and by-laws of said corporation. All lots and blocks of the plat of Northgate Terrace shall be used only for single family residence, except for such lots, tracts or parcels as are specifically designated upon the plat for park, recreational or commercial purposes, and except that nothing contained in this Declaration shall be construed to prevent any of Declarants, or their successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the developments and sale of said property while the same or any part thereof is owned by any of the Declarants, their successors or assigns.
2. Architectural Control. No permanent building, mobile home, structure or fence shall be placed or erected upon any lot or tract or parcel of said property, which does not conform to Island County Building, Zoning and Platting Ordinances and Regulations, the requirements of the Architectural Control Committee and the Board of Directors of Northgate Terrace Community Club, Inc. No building or mobile home shall be erected, placed, expanded, remodeled, or altered upon any lot, tract or parcel of the said property until construction plans and specifications have been submitted to and approved in writing by the said committee prior to the commencement of any such construction work, or in the case of a mobile home until a current color photograph of the mobile home, a sketch of its floor plan and the proposed location of the mobile home on the property have been submitted to and approved in writing by the said



committee prior to the placement of said mobile home on said property. The work of construction of all buildings and structures and improvements shall be prosecuted diligently and continuously from commencement of construction until exteriors of such building and structures are completed and painted (including skirting on mobile homes) or otherwise suitably finished and within six months of commencement. All buildings and structures shall be new construction with the exception of mobile homes and existing homes on said property.

3. **Building Size Limitations.** No dwelling or mobile home shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 500 square feet. No dwelling shall exceed a maximum height of 15 feet from the original grade without written approval from the Architectural Control Committee.
4. **Trees, Shrubbery and Plantings.** Existing trees, shrubbery and plants shall not be removed except as necessary for the safety, for the construction of approved buildings, or upon written approval of the Architectural Control Committee or the Board of Directors.
5. **Setbacks.** No building or mobile home shall be located nearer than 30 feet to any front lot line, 5 feet to any interior lot line and, on corner lots, 15 feet to the side road.
6. **Cuts and Fills and Utility, Sewerage and Drainage Easements.** The right is reserved to construct and maintain public utilities on the front 5 feet of each lot, including the sides of corner lots fronting on a street or road, either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right to drain all streets or roads over or across any lot or lots where water may take a natural course. Any lot owner shall make no change in the natural drainage without prior approval from the Architectural Control Committee. The right is reserved to enter the easements mentioned above to trim trees where necessary for the installation and maintenance of overhead utilities, which right may be exercised by the Power Company, the Telephone Company, and other agencies responsible for the maintenance of overhead utilities.
7. **Nuisances.** No noxious or offensive activity shall be carried on upon the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. **Abandoned Vehicles.** No abandoned or unworkable appliances, vehicles or other junk shall be allowed to remain on any of said property in any unsightly condition for a period of in excess of 14 days.
9. **Boats and Trailer Storage.** No boat, boat trailer, travel trailer, camp trailer or any similar property in an unkempt condition as determined by the Architectural Control Committee, shall be stored on any said property for more than 14 days.



10. Habitation of Temporary Structures. No structure of temporary character, basement, tent, garage, etc., may be used as a residence or dwelling under any circumstances.
11. Signs. No unsightly or derogatory sign of any kind as determined by the Architectural Control Committee shall be displayed as to the public view on any lot.
12. Livestock. No animals, livestock or Poultry of any kind shall be raised, bred, or kept on any said property, except that dogs, cats, and other household pets may be kept on said property provided they remain on the owner's property.
13. Refuse. No lot shall be used or maintained as a dumping ground for rubbish, refuse, or garbage. Garbage or other waste shall not be kept excepting in sanitary containers in a location approved by the Architectural Control Committee.
14. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located constructed and maintained in accordance with the requirements, standards, and recommendations of the Island County Public Health authorities and the Architectural Control Committee. Approval of such systems as installed shall be obtained from such authorities and the northgate Terrace Board of Directors, Northgate Terrace Water Management.

### ARTICLE III

#### Northgate Terrace Community Club

1. Membership. The owner of each lot of the said property shall be a member of Northgate Terrace Community Club. Each member shall be entitled to one vote only regardless of the number of lots owned by or held under contract of sale to him, and no more than one vote per membership shall be cast regardless of the number of owners of the property to which it is appurtenant.
2. Dues and Assessments. For the purpose of maintaining the club facilities, and for the purpose of financing the activities of the club it is hereby declared that all the lots within the said property may be annually charged at a rate decided by the members at the annual meeting, which ordinary annual charge may be referred to as water dues. The water dues shall be imposed only by the affirmative vote of a majority of the members present at the annual meeting. Such water dues and the rate thereof shall be fixed by the members at the annual meeting each year on May 1<sup>st</sup> and shall be due and payable on or before the first day of July succeeding, and if not then paid shall thereafter be delinquent and deferred to the Northgate Terrace bylaws, Article VI.
3. Unkempt Lots. Current members of the board of directors and Architectural Control Committee shall have the right, but shall not be under obligation to enter, upon all lots, tracts, or parcels of said property to care for the same, paint any structure requiring painting cut the grass upon and destroy or remove weeds and/or rubbish



from any such lot, tract or parcel, if the owner thereof shall not have corrected any such condition after reasonable notice, for the purpose of pollution prevention and maintaining an attractive overall appearance for said property; and to charge the owner of said lot, tract or parcel the actual cost plus twenty five percent for services rendered in alleviating any such unsightly or polluting condition, which charge shall constitute a lien against the property enforceable as provided in the case of dues and assessments.

ARTICLE IV  
Definitions

Whenever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean all the land encompassed within the plat of Northgate Terrace, Division No. 1, Island County, Washington.
2. "Declarants" shall mean those Declarants signatory to this Declaration and their heirs, assigns and successors in interest so that it shall be clearly understood that such rights, privileges, and options as are herein reserved to or established for the Declarants are subjected to assignment and transfer by them to the extent if their individual interests therein, and are in no way to be deemed personal to them alone or terminable by their demise or by such transfer or assignment.
3. "Club" shall mean Northgate Terrace Community Club, a Washington Non-Profit Corporation.
4. "Architectural Control Committee" shall be a standing committee of Northgate Terrace Community Club Inc., which shall be established by the by-laws and known as the "Architectural Control Committee"

ARTICLE V  
GENERAL PROVISIONS

1. Terms. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 10 years from the date this declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of 5 years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.
2. Inspection. Authorized representatives of the Architectural Control Committee and the Board of Directors are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions.



3. Enforcement. The Architectural Control Committee and Board of Directors are hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, an person or persons then owning or purchasing lots within said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall insure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement proceedings whether in law or in equity shall have from his opponents such attorney's fees, as the court may deem reasonable.
4. Non-Waiver of Breach of Right. The failure of the Architectural Control Committee & Board of Directors or any of Declarants to enforce any of these covenants and restrictions or any particular term or condition thereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Architectural Control Committee and Board of Directors.
5. Severability. Invalidation of any one of these covenants and restrictions or any part thereof or any application thereof to any person or circumstance by judgment or court order shall in no wise affect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.
6. Transfer of Rights. Declarants herein shall have the right to transfer at any time or from time to time all or any part of the rights, privileges and options o Declarants to the Club. Such transfer or transfers must be in writing and may be made conditional or revocable by their terms.
7. Amendment of Rights. This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the members of the Club present at any annual meeting or at any special meeting specifically called for that purpose.
8. Insertion in Deeds. The Board of Directors hereby agree to inform any prospective purchaser of any of the said property of the existence of this Declaration and the covenants and restrictions contained herein, and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of the Declaration of Covenants and Restrictions recorded in volume\_\_ of Plats, page\_\_ Records of Island County, Washington.
9. Minimum Requirements Only. The restrictions, covenants, conditions, reservations, easements, liens, and charges hereinbefore set forth are to be construed as minimum



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requirements only. Each owner or contract purchaser or any other party owning an interest in any property subjected to these conditions must also comply with the platting ordinances resolutions and regulations of Island County, Washington and the zoning ordinances and regulations of Island County, Washington, as well as the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinbefore set forth.

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The within and foregoing covenants and restrictions of Northgate Terrace Community Club were duly adopted by the members of the corporation May 13, 2002 and supersede preciously submit Covenants and restrictions and all amendments to the same.

Nov. 20, 2002  
Date

Carol Goeth  
Chairman

JoAnn Parkackie  
Secretary

Restrictions and Rights as contained in the dedication of the plat of Northgate Terrace.

The right to make all necessary slopes for cuts and fills upon the lots shown on this plat in the original grading of the streets and roads shown thereon. Also the right to drain all streets and roads over and across any lot or lots where water might take a natural course after the streets are graded.

Tracts B, C and D are hereby dedicated to the Northgate Terrace Community Club, a non-profit corporation, organized under the laws of the state of Washington. Tract B is to be used for a water storage tank site and such other uses as the Board of Directors of said club deems feasible. Tract C is to be used for community park purposes for the use and enjoyment, for recreational purposes, of all property owners in the plat. Tract D is to be used for a water well site.

Tract A is reserved by the undersigned for possible future as a commercial tract.

All drainage easements shown on the face of this plat and the responsibility for their maintenance are hereby dedicated to the Northgate Terrace Community Club.

All lots or tracts of land embraced by this plat, except Tract B, are subject to and shall be sold under the following restrictions:

All claims for damages against Island County, which may be occasioned to the adjacent land within the plat by the established construction, drainage and maintenance of the roads and streets in the plat are hereby waived.



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No lot, tract or portion of a lot or tract of this Plat shall be divided and sold, resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 7200 square feet or less than 60 feet in width at the building setback line.

No permanent structure or building shall be constructed on any lot closer than 30 feet to the front lot line except corner lots which are limited to 15 feet from the side road.

No lot owner shall block, divert, or restrict any natural drainage course following the original reasonable grading of the street and roads of this plat.

No access will be allowed to or from State Highway 20 to lots in Blocks 1 and 3.

Construction on any lot shall require a building permit and sewage disposal permit prior to commencement of work. In the event that the original purchaser of any lot cannot obtain a sewage disposal permit within one year of the date of purchase because of poor soil conditions, Recreation Land Management, Inc., or its assigns, hereby agrees to accept as down payment on any other lot which Recreation Land management, Inc., or its assigns owns at the time, the amount of the Purchaser's equity in the lot he originally purchased, in exchange for the quit claim deed from the purchaser to Recreation Land Management, Inc., or its assigns do not own an other lots; they will refund to said purchaser his equity in said property. For purposes of this paragraph, the term "Equity" shall mean the original sale price less the unpaid balance thereon.