

**DECLARATION OF COVENANTS,  
EASEMENTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION, made on this \_\_\_\_ day of \_\_\_\_\_, 2017, by the property owners of property located within the subdivision know as Honeymoon Bay Heights, namely DAVID NEIL SNYDER AND LISE SCOTT SNYDER, DENNIS C. JENSEN AND MARTA JENSEN, ROBERT L. DUFFY AND JENNIE E. DUFFY, STEVEN MICHAEL JONES, DANIEL T. STEVENSON AND AMELITA A. STEVENSON, GEORGE B. BUEHLER AND GAIL L. BUEHLER, BRYAN BERNARD RUSSELL AND CATHRYN MICHELLE RUSSELL, DOUGLAS W. LINGENBRINK AND KELLY ANNE KEITH, CONNIE J. DEBORD, ROBERT L. MARCUS, JR. AND MARY ANN MARCUS, JANET K. RIEDLINGER, AND BARD J. LONG AND COLLEEN G. LONG, hereinafter referred to as declarants.

WHEREAS the previously recorded Declaration of Covenants, Easements, Conditions and Restrictions, originally memorialized by Hanford B. Choate and Anneliese Choate, his wife, and Ralph Moorman, a single man, individually and as a marital community for those who are married and by Hanford B. Choate and Ralph Moorman doing business as Crockett Hill Associates, recorded June 19, 1979, has expired;

WHEREAS the declarants wish to reconfirm the terms of that original declaration;

WHEREAS the number of parcels subject to the original declaration and now subject to this declaration have changed from four (4) parcels to twelve (12) parcels;

WHEREAS the homeowner's association is now incorporated;

WHEREAS the parcels subject to this declaration are listed in Exhibit A, incorporated herein; and

WHEREAS, declarants desire to reconfirm the protective covenants, easements, conditions, and restrictions effecting the real estate hereinabove described.

DECLARATION

Declarants hereby declare that the following covenants, easements, conditions, and restrictions shall run with the parcels of real property described in Exhibit A, incorporated herein.

## COVENANTS

1. The properties herein described in Exhibit A and called "HONEYMOON BAY HEIGHTS," shall be divided into no more or less than 12 parcels, each parcel being 330 feet by 330 feet more or less. The parcels shall be used for single resident purposes. Each parcel contains approximately 2 ½ acres and may not be further subdivided during the term of these covenants without the unanimous consent of all owners of property within the subdivision.

2. These covenants are to run with the land and shall continue in effect and not be modified or amended without the unanimous consent of all owners within the subdivision, in perpetuity, unless an instrument signed a majority of the then fee owners shall agree to a change in the covenants and provide for the recordation of such changes.

3. The minimum size of any dwelling within the subdivision shall be not less than 900 square feet on the ground floor level, exclusive of porches, garages, or carports. No temporary travel trailers or mobile homes or permanent mobile homes shall be permitted.

4. Any work in constructing or erecting any building or other structure shall be prosecuted diligently at the commencement thereof and the exteriors of same shall be completed within a reasonable time, not to exceed six months. All buildings to be constructed shall be new construction. No structure of a temporary nature, basement, tent, shack, garage, barn, boathouse, or any other out building, shall be used on any lot affected by these covenants as a permanent residence at any time unless connected directly with the construction of permanent residence and then for a period of not to exceed one year.

5. No obnoxious activity shall be carried on upon any lot in the subdivision, nor shall anything be done upon any lot within the subdivision which may be or may become an annoyance or nuisance to other users of the property within the subdivision.

6. All buildings and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 72 inches in height nor shall they interfere with the view of any parcel. Fences may be placed upon any interior lot line, but no building shall be constructed nearer than ten feet to any interior lot line.

7. Garbage disposal shall be the responsibility of the individual property owners. Garbage shall be stored in an insect and rodent-proof container and shall be hauled periodically to an approved area. Grounds and buildings shall be maintained in a neat and orderly manner.

8. A homeowner's association has been established as an incorporated association of all property owners. The association owns and maintains the well and water distribution system and is responsible for the maintenance of all other community facilities serving the entire subdivision. The purchaser(s) of each parcel shall own one share in said association, and each share shall be entitled to one vote.

9. If the parties hereto, or any of them, or their heirs or assigns, or if any purchaser of any parcel within the subdivision, shall violate or attempt to violate the covenants herein, it shall be lawful for any other person or persons owning real property within the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent such owner from so doing or to recover damages or other dues for such violation. This provision shall not constitute or impose upon the declarants the obligation of any homeowner's association to enforce such covenants against a particular owner.

10. In establishing the short plat or subdivision, the original declarants established a 60-foot right-of-way for access and ingress which lies 30 feet onto each parcel and which contains an improved 24-foot-wide area within the 60-foot right-of-way as built to serve as an ingress and egress road to all parcels.

The declarants have also established an access easement over parcel no. 8 for access to and from the existing well facilities and for the purposes of installation of a waterline and powerline to the well in order to provide a means of access and ingress over said lot at the least inconvenience to the owner thereof. Pursuant to State law, an area with a radius of 100 feet around the existing well on parcel no. 8 is restricted as to use in order to protect the well, water supply, and system.

11. Sanitary System: Each lot owner shall provide a sanitary system for the dwelling to be constructed at the time of construction, such system to be built in such manner as to comply with the requirements of Island County.

12. No animals, livestock, or poultry for commercial purposes of any kind shall be raised, groomed, or kept on any lot. Provided, however, the owner of any parcel may maintain for personal use, dogs, cats, and other livestock so long as such retention does not constitute a nuisance and be offensive to the owners of other parcels within the subdivision.

13. Assessments for the cost of maintenance, repair and replacement or restoration of any common facilities may be levied no more often than quarterly by the homeowner's association at the beginning of each calendar year and computations computed and paid in advance by the owners into a fund maintained by the association for that purpose. Said payments shall be made to the association on the first day of January, April, July, and October of each year or on such other schedule deemed convenient by the association or declarants in lieu thereof. Assessments against the individual parcels on the first day of each year shall become a lien on the said parcels and said lien shall be a lien prior to any mortgages on the premises. Said liens shall be foreclosed as any other liens may be foreclosed under the laws of the State of Washington.

14. Development and construction of any residence on any lot at the lower elevation of an adjacent lot where a residence has previously been constructed, shall take into consideration the location of the previously built residence and its view and the residence constructed a lower elevation shall not be built in such a manner or height as to obstruct or interfere with the view of such previously built residence. This covenant may be enforced by

any injured property owner by injunctive relief through the Superior Court of Island County, Washington and does not impose upon the association or the declarants any obligation to protect the rights of such owners.

15. The water system is now and shall continue to be owned by the homeowner's association as a private water system. The cost of connection from the main water supply line to the residence shall be borne by the individual property owner. The owners of the system may establish a monthly service charge to each user which charge may be levied quarterly and shall be payable in advance to the owners. The owners of the system may levy assessments for repairs and maintenance of the system as against each of the parcels on a share and share alike basis and all such charges and assessments shall become a lien against the parcels affected and be enforced as all other liens may be enforced against real estate under the laws of the State of Washington.

Invalidation of any of the covenants or restrictions by judgment or court order shall in no eyes effect any of the provisions herein which shall remain in full force and affect.

IN WITNESS WHEREOF, declarants have placed their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Owners of Parcel 1:**

\_\_\_\_\_  
DAVID NEIL SNYDER

\_\_\_\_\_  
LISE SCOTT SNYDER

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF ISLAND )

I hereby certify that I know, or have satisfactory evidence that DAVID NEIL SNYDER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**STATE OF WASHINGTON**        )  
  ) **ss:**  
**COUNTY OF ISLAND**        )

I hereby certify that I know, or have satisfactory evidence that LISE SCOTT SNYDER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 2:**

\_\_\_\_\_  
DENNIS C. JENSEN

\_\_\_\_\_  
MARTA JENSEN

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF ISLAND )

I hereby certify that I know, or have satisfactory evidence that DENNIS C. JENSEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF ISLAND )

I hereby certify that I know, or have satisfactory evidence that MARTA JENSEN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 3:**

\_\_\_\_\_  
ROBERT L. DUFFY

\_\_\_\_\_  
JENNIE E. DUFFY

STATE OF WASHINGTON      )  
  ) **ss:**  
COUNTY OF ISLAND      )

I hereby certify that I know, or have satisfactory evidence that ROBERT L. DUFFY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON      )  
  ) **ss:**  
COUNTY OF ISLAND      )

I hereby certify that I know, or have satisfactory evidence that JENNIE E. DUFFY is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.





**Owners of Parcel 5:**

\_\_\_\_\_  
DANIEL T. STEVENSON

\_\_\_\_\_  
AMELITA A. STEVENSON

**STATE OF WASHINGTON        )**  
**) ss:**  
**COUNTY OF ISLAND         )**

I hereby certify that I know, or have satisfactory evidence that DANIEL T. STEVENSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**STATE OF WASHINGTON        )**  
**) ss:**  
**COUNTY OF ISLAND         )**

I hereby certify that I know, or have satisfactory evidence that AMELITA A. STEVENSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 6:**

\_\_\_\_\_  
GEORGE B. BUEHLER

\_\_\_\_\_  
GAIL L. BUEHLER

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that GEORGE B. BUEHLER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that GAIL L. BUEHLER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 7:**

\_\_\_\_\_  
 BRYAN BERNARD RUSSELL

\_\_\_\_\_  
 CATHRYN MICHELLE RUSSELL

**STATE OF WASHINGTON**           )  
   )  
   ) **ss:**  
**COUNTY OF ISLAND**                    )

I hereby certify that I know, or have satisfactory evidence that BRYAN BERNARD RUSSELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington, residing at \_\_\_\_\_.  
 My appointment expires on \_\_\_\_\_.

**STATE OF WASHINGTON**           )  
   )  
   ) **ss:**  
**COUNTY OF ISLAND**                    )

I hereby certify that I know, or have satisfactory evidence that CATHRYN MICHELLE RUSSELL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington, residing at \_\_\_\_\_.  
 My appointment expires on \_\_\_\_\_.

**Owners of Parcel 8:**

\_\_\_\_\_  
DOUGLAS W. LINGENBRINK

\_\_\_\_\_  
KELLY ANNE KEITH

STATE OF WASHINGTON        )  
  ) ss:  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that DOUGLAS W. LINGENBRINK is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON        )  
  ) ss:  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that KELLY ANNE KEITH is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owner of Parcel 9:**

\_\_\_\_\_  
CONNIE J. DEBORD

**STATE OF WASHINGTON**        )  
  ) **ss:**  
**COUNTY OF ISLAND**         )

I hereby certify that I know, or have satisfactory evidence that CONNIE J. DEBORD is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 10:**

\_\_\_\_\_  
ROBERT L. MARCUS, JR.

\_\_\_\_\_  
MARY ANN MARCUS

STATE OF WASHINGTON    )  
  ) **ss:**  
COUNTY OF ISLAND        )

I hereby certify that I know, or have satisfactory evidence that ROBERT L. MARCUS, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON    )  
  ) **ss:**  
COUNTY OF ISLAND        )

I hereby certify that I know, or have satisfactory evidence that MARY ANN MARCUS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owner of Parcel 11:**

\_\_\_\_\_  
JANET K. RIEDLINGER

STATE OF WASHINGTON       )  
  ) **ss:**  
COUNTY OF ISLAND       )

I hereby certify that I know, or have satisfactory evidence that JANET K. RIEDLINGER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

**Owners of Parcel 12:**

\_\_\_\_\_  
BARD J. LONG

\_\_\_\_\_  
COLLEEN G. LONG

STATE OF WASHINGTON        )  
                                      ) **ss:**  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that BARD J. LONG, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.

STATE OF WASHINGTON        )  
                                      ) **ss:**  
COUNTY OF ISLAND         )

I hereby certify that I know, or have satisfactory evidence that COLLEEN G. LONG is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN WITNESS WHEREOF**, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_, Washington.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires on \_\_\_\_\_.



## **EXHIBIT A**

### **PARCEL 1**

**R23028-249-5150**

#### LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH,  
RANGE 2 E.W.M

EXCEPT THAT PORTION AS DEEDED TO ISLAND COUNTY FOR ROAD PURPOSES  
BY DEED FILED UNDER AUDITOR'S FILE NO. 369510.

TOGETHER WITH AN EASEMENT FOR ACCESS AND UTILITIES, 60.00 FEET IN  
WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE EAST 960.00 FEET OF THE NORTH  
LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER  
OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIPE 30 NORTH, RANGE 2  
E.W.M.; AND LYING 30.00 FEET ON THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP  
30 NORTH, RANGE E.W.M. QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE  
E.W.M. (ALSO KNOWN AS TRACT 1 OF SHORT PLAT 78-96)

### **PARCEL 2**

**R23028-249-4830**

#### LEGAL DESCRIPTION

The Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast  
Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian.

Together with an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each  
side of the East 960.00 feet of the North line of the South Half of the North Half of the Northeast  
Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the  
Willamette Meridian; and lying 30.00 feet on each side of the West line of the Southeast Quarter  
of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28,  
Township 39 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side  
of the North 360.00 feet of the West line of the 28, Township 30 North, Range 2 East of the  
Willamette Meridian.

(Also known as tract 2 of Short Plat 78-96)

**PARCEL 3**

**R23028-249-4500**

LEGAL DESCRIPTION

THE NORHTEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

(ALSO KNOWN AS LOT A OF SHORT PLAT NO. 78/95.3.28/30/2E RECORDED APRIL 2, 1979 UNDER AUDITOR'S FILE NO. 349704, RECORDS OF ISLAND COUNTY, WASHINGTON.)

SITUATED IN ISLAND COUNTY, WASHINGTON.

SUBJECT TO: Restrictions, reservations and easements of record.

**PARCEL 4**

**R23028-249-4050**

LEGAL DESCRIPTION

The Northwest one-quarter of the Northwest one-quarter of the Northeast one-quarter of the Southeast one-quarter of Section 28, Township 30 North, Range 2 E.W.M. TOGETHER WITH and subject to an easement for access and utilities 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South half of the North half of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 EWM, and lying 30.00 feet on each side of the North 360.00 feet of the West line of the East half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 EWM.

(Also known as Tract 4, Honeymoon Bay Heights).

Situate in the County of Island, State of Washington.

**PARCEL 5**

**R23028-218-4050**

LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 2 EAST OF W.M.;

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR ACCESS AND UTILITIES, 60.00 FEET IN WIDTH, LYING 30.00 ON EACH SIDE OF THE EAST 960.00 FEET OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 2 EAST OF W.M.; AND LYING 30.00 FEET ON EACH SIDE OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 2 EAST OF W.M.; AND LYING 30.00 FEET ON EACH SIDE OF THE NORTH 360.00 FEET OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 2 EAST OF W.M.

**PARCEL 6**

**R23028-185-4050**

**LEGAL DESCRIPTION**

The Northwest quarter of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2, East of the Willamette Meridian;

TOGETHER WITH AND SUBJECT TO an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South half of the North half of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side of the West line of the Southeast quarter of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side of the North 360.00 feet of the West line of the East half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian.

Also known as Tract 6 of Honeymoon Bay Heights.

Situate in the County of Island, State of Washington.

**PARCEL 7**

**R23028-150-4050**

**LEGAL DESCRIPTION**

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, township 30 North, Range 2 East W.M.

TOGETHER WITH AND SUBJECT TO an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 30 North, Range 2 East W.M., and lying 30.00 feet on each side of the West line of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 30 North, Range 2

East W.M.; lying 30.00 feet on each side of the North 360.00 feet of the West line of the East ½ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 28, Township 30 North, Range 2 East W.M.,

Also known as Tract 7 of the Unrecorded Plat of HONEYMOON BAY HEIGHTS.

Situate in the County of Island, State of Washington.

**PARCEL 8**

**R23028-150-4500**

**LEGAL DESCRIPTION**

The southeast quarter of the southwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 East, W.M.;

Together with an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the east 960.00 feet of the north line of the south half of the north half of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30 feet on each side of the north 360.00 feet of the west line of the east half of the southwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side of the east line of the southwest quarter of the northwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 East, W.M.

Also known as Tract 8 of Honeymoon Bay Heights.

Situate in the County of Island, State of Washington.

**PARCEL 9**

**R23028-185-4500**

**LEGAL DESCRIPTION**

The Northeast Quarter of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East W.M.;

TOGETHER WITH an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South half of the North half of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30 feet on each side of the North 360.00 feet of the West Line of the East half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side of the West line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 E.W.M.

(Also known as Lot 1 of Short Plat 78/94 as recorded under Auditor's File NO. 349705.).

Situate in the County of Island, State of Washington.

**PARCEL 10**

**R23028-218-4500**

LEGAL DESCRIPTION

The Southeast ¼ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 28, Township 30 North, Range 2 East W.M.;

TOGETHER WITH an easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30 feet on each side of the North 360.00 feet of the West Line of the East ½ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 28, Township 30 North, Range 2 East of the Willamette Meridian; and lying 30.00 feet on each side of the West line of the Southwest ¼ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 28, Township 30 North, Range 2 E.W.M.

ALSO KNOWN AS Tract 10 of unrecorded Honeymoon Bay Heights.

Situate in the County of Island, State of Washington.

Subject To: Easements, Restriction, Reservation and Provisions of record, if any.

**PARCEL 11**

**R23028-218-4830**

LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON:

The Southwest quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 30 North, Range 2 EWM.

Together with an easement for access and utilities, 60.0 feet in width, lying 30 feet on each side of the east 960.00 feet of the north line of the south half of the north half of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 E.W.M.; and lying 30 feet on each side of the west line of the southeast quarter of the northwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2, E.W.M.; and lying 30 feet on each side of the north 360.00 feet of the west line of the east half of the southwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 30 North, Range 2 E.W.M. (Also known as Tract 11, Honeymoon Bay Heights, Short Plat 78/96).

SUBJECT TO Matters concerning easement for Whidbey Telephone Company as set forth in instrument records under Auditor's File No. 90009009.

SUBJECT TO Terms and conditions of Honeymoon Bay Heights Property Owners Association as set forth in instrument recorded under Auditor's File No. 357162.

SUBJECT TO Covenants, conditions and restrictions as set forth in instrument recorded under Auditor's File No. 86016099.

SUBJECT TO Covenants, conditions and restrictions in declaration as set forth in instrument recorded under Auditor's File No. 354400, amended by 657162.

SUBJECT TO Easement for Whidbey Telephone Company as set forth in instruments recorded under Auditor's File Nos. 359519 and 90019575.

SUBJECT TO Easement for access and utilities as set forth in instrument recorded under Auditor's File No. 89016812.

Subject to easements, restrictions, reservations, covenants, contracts, condition and the like, of record, if any.

**PARCEL 12**

**R23028-218-5150**

**LEGAL DESCRIPTION**

**Parcel A:**

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian;

Except that portion conveyed to Island County for road purposes by instrument recorded June 5, 1980, under Auditor's File No. 3699510, records of Island County, Washington.

(Also known as Tract 4 of Short Plat No. 78/96 as recorded April 2, 1979, under Auditor's File No. 349703, records of Island County, Washington).

**Parcel B:**

A non-exclusive easement for access and utilities, 60.00 feet in width, lying 30.00 feet on each side of the East 960.00 feet of the North line of the South Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian, and lying 30.00 feet on each side of the West line of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian, and lying 30.00 feet on each side of the North 360.00 feet of the West line of the East Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 2 East of the Willamette Meridian;

Except that portion conveyed to Island county for road purposes by instrument recorded June 5, 1980 under Auditor's File NO. 369510, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Subject to: Covenants, conditions, restrictions, agreements and easements of record, if any.

Tax Parcel Number(s): R23028-218-5150