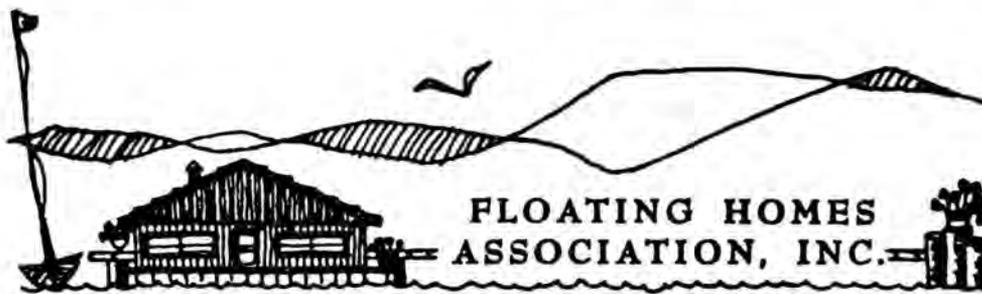


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2329 Fairview East      Seattle, Washington 98102      Phones: 325-1132 or 329-1517

NUMBER 69

*Newsletter*

JANUARY-FEBRUARY 1977

## **"Equity" Ordinance; Co-op Fund On Agenda**

# **MEMBERSHIP MEETING FEB. 1<sup>st</sup>**

The Floating Home Association's two-point program, to bring about a climate of economic security for Seattle's houseboat neighborhood, will dominate the agenda of a general membership meeting Tuesday, February 1, in the basement parish hall of St. Patrick's Church, 2702 Broadway E. (corner Edgar & Roanoke Streets). The meeting starts at 7:45 p.m.

The 1977 action program, unusual in some respects, is designed to meet the abnormal situation brought about by the complete absence of a "free market" in legal floating home moorage sites. It seeks a fair and equitable solution to the present contradiction in the relationship of the moorage owners (real property) and the individual floating home (personal property). Under present conditions loss of a moorage site means the loss of the floating home.

AN "EQUITY" ORDINANCE has been drafted by the Association and is to be presented to the City Council. This Ordinance would set up a method of binding arbitration to deal with disputes arising out of (a) allegedly excessive or confiscatory moorage fees and (b) establishing "just cause" for termination of tenancy. City government's role would be confined to receiving a complaint and assigning it to an arbiter. Costs would be borne by the parties involved.

The Association now has 913 names on the petition asking the City Council to enact the "Equity Ordinance." Many petitions are still out and the goal of 1,000 names should be more than met. Please turn in petitions to the Association or at the February 1 membership meeting.

**A CO-OPERATIVE LAKE INVESTMENT FUND—**  
This is a key part of an on-going program whereby floating home owners acquire moorage property and operate it as a co-operative. There are now four such "joint ownership" moorages and one in which the residents lease the moorage and operate it jointly. The enrollment period (in units of \$500) will end in mid-February when members will meet to adopt By-Laws and elect officers. The time and place of this meeting will be announced February 1.

■ ■ ■

**THE GREAT OUTDOORS:** *"A people who climb the ridges and sleep under the stars in high mountain meadows, who enter the forest and scale the peaks, who explore glaciers and walk ridges deep in snow—these people will give their country some of the indomitable spirit of the mountains."*—Former Supreme Court Justice William O. Douglas.

# Text of Proposed "Equity" Ordinance

Following is a draft of the proposed "Equity Ordinance" the Executive Committee is referring to all sections of our floating community for discussion and suggestions. It will be on the agenda at the general membership meeting in St. Patrick's Parish Hall, Tuesday, February 1. A final draft will then be submitted to the Seattle City Council.

ORDINANCE NO. \_\_\_\_\_

## SECTION 1: *The Seattle City Council hereby finds and declares:*

(a) That the imposition of restrictions on the use of city shorelands for floating home purposes by municipal, state and federal governments is necessary and in the public interest;

(b) That these restrictions have created a scarcity of floating home moorage sites and have eliminated free market conditions in the floating home moorage site market in the City of Seattle;

(c) That these restrictions have invested floating home moorage owners with the economic power to deprive the property rights of floating home owners in their floating homes arbitrarily and without legal protection from the courts;

(d) That the threatened deprivation of property rights of floating home owners constitutes a serious public emergency in that it endangers the stability of the historic floating home community in the City of Seattle.

## SECTION 2: *DEFINITIONS. The following terms as used in this Ordinance shall have the following meanings:*

(a) Floating home—a building constructed on a float used in whole or in part for human habitation as a single-family dwelling, which is moored, anchored or otherwise secured in waters within the city limits.

(b) Floating home moorage—a waterfront facility for one (1) or more floating homes, and the land and water premises on which the facility is located.

(c) Floating home moorage site—a part of a floating home moorage, located over water and designated to accommodate one (1) floating home.

(d) Moorage fee—the periodic payment for the use of a floating home moorage site.

(e) The Department—The Seattle Department of \_\_\_\_\_

(f) Panel of arbitrators—a list of qualified arbitrators who have applied to the Department to serve as an arbitrator in arbitration proceedings provided for in this Ordinance. The panel shall be revised by the Department on an annual basis.

## SECTION 3:

(a) No floating home moorage owner or operator shall demand that a floating home be removed from its moorage site except for just cause.

(b) If a floating home owner or any group of similarly affected floating home owners believes that a violation of Section 3(a) of this Ordinance has occurred, the floating home owner or group of owners may file a Petition for Ar-

bitration with the Department. Eviction proceedings shall be stayed with respect to floating home moorage sites subject to a Section 3(a) petition during the pendency of that petition.

(c) Pursuant to a Section 3(a) petition and in accordance with the procedures set forth in Section 6 of this Ordinance, an arbitrator appointed by the Department from the panel of arbitrators shall determine if a violation of Section 3(a) of this Ordinance has occurred.

(d) Just cause for demand for removal of a floating home from its moorage site shall include:

(1) The floating home owner has failed to pay the moorage fee to which the floating home moorage owner is entitled.

(2) The floating home owner has violated any written obligation or covenant to his tenancy other than the obligation to surrender possession of the floating home moorage site, and has failed to cure such violations after having received written notice thereof from the floating home moorage owner;

(3) The floating home owner is committing or permitting to exist a nuisance in, or is causing substantial damage to, the floating home moorage property, or is creating a substantial interference with the comfort, safety or enjoyment of the floating home moorage property of other occupants of said moorage;

(4) The floating home owner at the expiration of a written lease agreement or at the expiration of a periodic tenancy, has refused, after written request or demand by the floating home moorage owner or operator to execute a written lease agreement for a period not in excess of five (5) years, which lease agreement shall not be inconsistent with the provisions of this Ordinance and the prior terms and conditions of occupancy of the floating home moorage site in question, provided that such lease agreement provides for reasonable assignment of the lease by either party.

(5) Any other reason which the arbitrator determines to be justifiable and reasonable.

(e) If no just cause for a demand for removal of a floating home from its moorage site is found by the arbitrator, it shall be unlawful for the floating home moorage owner or operator to demand removal, institute eviction proceedings, or otherwise interfere with the floating home owner's quiet enjoyment of his/her moorage site for a period of twelve (12) months on the basis of any reason determined by the arbitrator not to constitute just cause.

(f) The arbitrator's fee and related expense shall be paid by the losing party in any Section 3(a) arbitration within thirty (30) days after the arbitrator's decision, unless otherwise apportioned by the arbitrator for reasons specifically set forth in the arbitrator's decision.

(Cont—pg. 3)

**SECTION 4:**

(a) No floating home moorage owner or operator shall demand or receive a moorage fee which yields an amount in excess of a fair net operating income from a floating home moorage site.

(b) If a floating home owner, or any group of similarly affected floating home owners, believes that a violation of Section 4(a) of this Ordinance has occurred, the floating home owner or group of owners may file a Petition for Arbitration with the Department.

(c) Pursuant to a Section 4(a) petition and in accordance with the procedures set forth in Section 6 of this Ordinance, the arbitrator appointed by the Department from the panel of arbitrators shall determine if a violation of Section 4(a) has occurred. If such a violation has occurred, the arbitrator shall determine the fair net operating income for the floating home moorage site or sites in question.

(d) The following relevant factors shall be considered by an arbitrator in determining whether a moorage fee yields a fair net operating income:

(1) Moorage fees for comparable floating home moorage sites in the City of Seattle.

(2) Increases or decreases in the Consumer Price Index for residential rents in Seattle, Washington as determined by the U.S. Department of Labor, Bureau of Labor Statistics.

(3) Increases or decreases in property taxes with respect to the floating home moorage property.

(4) Unavoidable increases or decreases in operating and maintenance expenses.

(5) Capital improvements of floating home moorage property benefiting the floating home moorage site or sites in question.

(6) Increases or decreases in services provided by the floating home moorage owner or operator with respect to the floating home moorage site or sites in question.

(7) Substantial deterioration in the facilities provided with respect to the floating home moorage site or sites due to failure of the floating home moorage owner or operator to perform ordinary repairs, replacement, and maintenance of the floating home moorage property and improvements.

(e) If an arbitrator finds a violation of Section 4(e) has occurred and determines the fair net operating income with respect to a floating home moorage site or sites pursuant to Section 4(c), it shall be unlawful for the floating home moorage owner or operator to demand or receive moorage fees in excess of that amount for a period of twelve (12) months following the arbitrator's determination with the exception of the increases allowed under Section 4(f).

(f) Floating home owners may pass on increases in state and local real estate taxes and state and local fees, levies and charges for municipal services by means of pro-rated moorage fee increases. Such increases must not be the basis for finding a Section 4(a) violation by an arbitrator.

(g) The arbitrator's fee and related expenses shall be paid by the parties within thirty (30) days after the arbitrator's decision. Such fee and expenses shall be fairly apportioned between the parties by the arbitrator in such a manner consistent with the arbitrator's decision. Each party shall bear its own costs of presenting evidence to the arbitrator.

## If It Floats -- It's News

**A HOLIDAY GREETING:** Among the holiday messages reaching the office was this one—"Dear Friends: As we sat snug in our houseboat this Christmas listening to the ducks squabbling and the water slapping underneath the house, we could only say 'God Bless Floating Homes'." . . . And with it a contribution to the Emergency & Legal Fund.

**VIRGINIA V TO LIVE ON?** Our Holiday Cruise (the best ever) was the last charter of the historic Steamer Virginia V under the flag of the Puget Sound Excursion Line. That's the bad news. Here's the good news. If all goes well, ownership of the last of the passenger steamers in these waters will be transferred to the "Steamer Virginia V Foundation"—a non-profit corporation which plans to repair, restore and continue operating it as a cruise ship as well as some interesting maritime historical programs. Funds are being raised to match a National Historical Preservation Grant. Governor Dan Evans did a lot to get this show on the road. Individual memberships in the Foundation go for \$10. Send to: **Foundation, 211 West 21st Avenue, Olympia 98504.**

**NOW FOR PUBLICATION.** Eighteen months of writing and research by Howard A. Droker has resulted in the first comprehensive history of Seattle's houseboats. Period covered is almost as long as the life of the city. Those who choose this lifestyle have been an integral part of the growth of a city with flourishing colonies, over the years, on the Duwamish River, Lake Washington and Lake Union—now the last outpost. Survival has brought changes and a whole new set of problems undreamed of even a few years ago. Tentative title is "Seattle's Unsinkable Houseboats" and we intend to keep it that way. Publication in 1977 should be one of our most important projects.

**SECTION 5:** Anyone violating Section 3(e) or 4(e) or failing to comply with Section 3(f) or Section 4(g) of this Ordinance shall upon conviction thereof be punished by a fine of not to exceed \$300.00, or by imprisonment in the City Jail for a term not to exceed ninety (90) days, or both.

**SECTION 6:**

(a) Section 3(a) and Section 4(a) Petitions for Arbitration shall be filed in writing with the Department in a form approved by the Department and with payment of a filing fee of \$25.00. The Department shall notify the responding parties of the filing of such a petition within three (3) days.

(b) Within ten (10) days after the filing of a Section 3(a) or Section 4(a) petition, the Department shall appoint an arbitrator from the panel of arbitrators to conduct an arbitration hearing within fifteen (15) days of the date of the arbitrator's appointment.

(c) The arbitrator shall render his written decision within fifteen (15) days of the close of the hearing. The arbitrator's decision shall be binding upon the parties.

(d) The Department shall adopt necessary rules and regulations governing the conduct and procedure of Section 4(a) and Section 5(a) arbitrations.

**SECTION 7: SEVERABILITY:** If any provision of this Ordinance or the application of such provision is held invalid, the validity of the remainder of this Ordinance and the applicability of such remaining provisions shall not be effected thereby.

## Moorage Fee Survey Shows Wide Variation

Wide variations in the monthly moorage fees paid by Seattle's floating homes, reflects the absence of a free market, it is pointed out by the Executive Committee in announcing the results of a survey made in December, 1976. The survey shows that there are now 444 legal moorage sites in Lake Union and Portage Bay, the only areas in which they are a permitted use of shorelands.

Here is what the survey revealed:

### WESTLAKE AREA

MOORAGE	INSIDE	VIEW
A	\$ 95	\$125
B	95	120
C	152	182
D	60	70
E	75	136
F	All Moorages	90

Range in Westlake area: Inside/\$60-152. View/\$70-182.

### FAIRVIEW AREA

MOORAGE	INSIDE	VIEW
A	\$120	\$130
B	All Moorages	116
C	97	107
D	156	185
E	126	156
F	80	90
G	94	104
H	105	140
I	133	143

Range in Fairview area: Inside/\$80-156. View/\$90-185.

### PORTAGE BAY AREA

MOORAGE	INSIDE	VIEW
A	\$ 75	\$ 87
B	All Moorages	150
C	105	120
D	80	125
E	100	120
F	83	93
G	All Moorages	75

Range in Portage Bay area: Inside/\$75-105. View/\$75-150.

The above figures do not include the new "Mallard Cove Village" development at 2600 Fairview E. for 20 new floating homes. These new homes have the protection of 30-year leases. Moorage fees are \$135 monthly, which includes moorage for a pleasure boat and private off-street parking.

A spot check of most moorages indicate that more than 300 floating homes are not covered by a lease or any other form of rental agreement which would protect them from an arbitrary 30-day termination of tenancy notice. As there are no vacant moorage sites, the loss of a moorage means the loss of the floating home.

## Boeing Lake Marker Proposed



*In the building offshore from this site William E. Boeing assembled his first aircraft - the historic B&W float plane which first took the air from the waters of Lake Union in 1916*

*On March 3, 1919 the first international airmail was dispatched from this site in a Boeing C-700*

THE BOEING LAKE UNION BUILDING (1915-1971)

By Howard A. Droker

A campaign to enlist community-wide support for the placing of an historic marker on the site of William E. Boeing's Lake Union aircraft plant, is being sponsored by the Floating Homes Association. The proposed plaque, designed by Robert E. Nielsen, a member of the executive committee, would be placed in Roanoke Park near the site where the pioneer aircraft manufacturer assembled and flew his first plane.

The Association proposed that the cost of the project be borne by residents and businesses in the community. The proposal will be taken to the Board of Public Works for approval for placement on public property. It is hoped that this will be the first of several historic markers to designate such areas around the perimeter of Lake Union and Portage Bay.

William E. Boeing built the Lake Union hangar, at Roanoke and Fairview, in 1915. (The site is now covered by the concrete platform which was to have supported the ill-fated Roanoke Reef condominium.) He incorporated the fledgling firm which was to become the Boeing Airplane Company in July, 1916, in anticipation of the U.S. entry into World War I. He constructed and tested his Model C on the lake and eventually sold fifty to the U.S. Army. With this transaction the Boeing Company took the first steps to becoming the industrial giant it is today.

Following the war Boeing took steps to create a peacetime market for aircraft. To promote one of his ideas Boeing and his chief pilot, Eddie Hubbard, made the first international airmail flight in 1919, between Vancouver, B.C. and Lake Union. The company's first commercial passenger flight also took off from Lake Union in 1919.

Boeing sold the property and the historic hangar in the 1920's and it fell into disrepair. Robert "Bob" Cadranel bought the property in 1950 and converted it to a marina. He lovingly renovated the old hangar, using the original building plans, and preserved the lockers of the test pilots of those early days. Cadranel failed to interest the Boeing Company or the city government in taking over the historic property, and during one of the "feast or famine" periods which has marked the marina business he was forced to sell. Purchaser, for \$200,000, was Roanoke Reef Associates, who destroyed the structure and some 72 boat moorages to make way for the condominium project, which was halted by a state Supreme Court decision, and which continues to be the center of controversy.

# Milfoil Looms As Major Lake Problem

By Delphine Haley

Houseboaters in the Portage Bay area very probably have noticed an over-abundance of lacy-leaved plants wrapped around logs or drifting near their homes. In the past these were plant stems severed by boat propellers wending a weedy way through the choked-up sections of Union Bay. But last summer Union Bay experienced an explosive boom and bloom of an aquatic plant called *Myriophyllum*. As it turns out, this prolific weed is not only fouling up boat propellers but governmental bureaucracy as well.

*Myriophyllum*, or milfoil, as it is called, is not rare. It commonly grows in lakes and shallow waters around the world. It roots in mud and, stimulated by light, grows upwards. Ironically, it may be the price we have to pay for clean water.

Dr. W. J. Edmondson, the U of W limnologist responsible for rescue and cleanup of Lake Washington via Metro, remembers that when he first arrived here in 1950, Union Bay was so polluted that milfoil couldn't find light enough for growth. Not so today. Last summer one-man crew shells were overturned when oars caught in the weedy mass. Boat propellers were jammed, swimming was impossible. Shoreline residents were loud in their complaints to the City Council, Coast Guard, the Corps of Engineers, and Metro. They wanted corrective action, and they wanted it *now*.

But corrective action has become as complicated as a morass of milfoil. Union Bay is well known as a birdwatcher's natural area. It is "Conservancy Natural" (CN) under the Seattle Shoreline Master Program. This means it is to be left unchanged. Yet there's an obvious conflict when a U of W crew can't get out of the boathouse or when shoreline residents can't go swimming or start up their boats.

Who will correct the situation and how? The Corps of Engineers is responsible for keeping major waterways open but doesn't consider the milfoil stamping grounds a "major channel." Metro is responsible for studying city water quality problems but not necessarily doing anything about them. Metro did, however, issue a staff report on Union Bay's plant problem recommending three possible solutions, to wit:

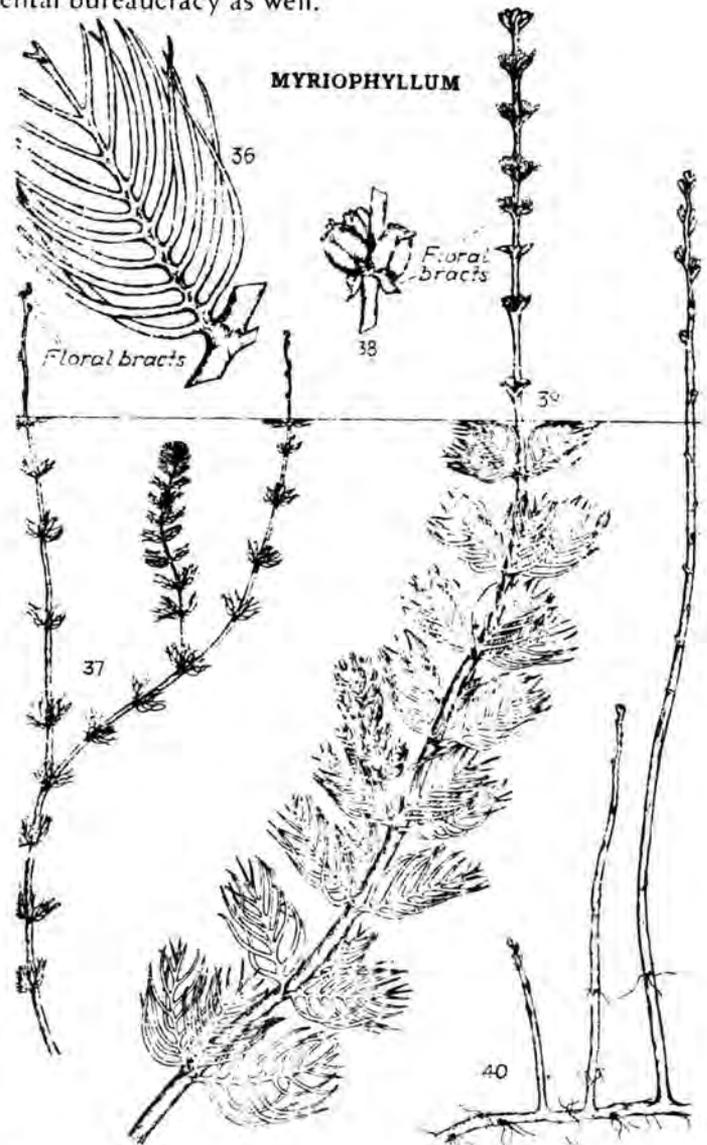
1. Do nothing. Union Bay will be less clogged during the darker winter days.
2. Clean up the entire Bay via either herbicides, dredging or harvesting the prolific milfoil.
3. Remove the vegetation in selected areas, i.e., along residential shorelines.

When asked his opinion, Dr. Donaldson recommended harvesting by use of a barge and cutting bar, and converting the milfoil into compost. It is said to be excellent for such a purpose. Dredging, he said, is expensive, destroys animal habitat, and causes problems in disposing the bottom soil. Herbicides, he warns, would have too violent an effect on the total ecology.

Metro's recommendations were sent to the City Council who bounced them over to the Engineering Department. At present no one seems to know what will happen. Phone inquiries are passed back and forth from Metro to the City and back again.

Who will pay for an acceptable solution? Don Benson of Metro says, "It looks like it will have to be the shoreside property owners as no other agency is set up to fund it." A rather bleak prospect.

What appears to be the best answer came from Barbara Blau, of the State Department of Ecology (DOE). Ms. Blau recently attended a conference on *Myriophyllum* problems in British Columbia where many lakes and ponds across Canada



are contending with the milfoil mess. As head of the Lake Rehabilitation Section of DOE she suggests that funds might be available from this department.

She says that such funds are available under two requirements: (1) for cleaning up total lakes and (2) the request must come from governmental units, not citizen groups.

"If the City of Seattle asked for funds," she said, "we might be able to make a case for it. The City would have to fund 50% or, if the Environmental Protection Agency was involved, 40%."

Why all this fuss over Union Bay's milfoil crop? The pesky plant has a way of spreading. It roots easily and grows rapidly. It just might spread out, milfoiling and milfoiling fresh water shorelines through the area.

# Co-op Lake Investment Fund Is Launched

Applications are now being accepted for participation in the Lake Investment Fund, a cooperative, which has now been issued articles of incorporation by the State of Washington, it is announced by Jack MacIntyre, temporary treasurer. A discussion of the Fund and its objectives will be on the agenda of the February 1 membership meeting. Participants will meet later to elect officers and adopt By-Laws. Following is some additional information in question and answer form:

**WHAT WILL THE FUND DO** The Articles of Incorporation specifically state that its objectives will be to (1) assist in the formation of "Joint Ownership Floating Home Moorages" whenever such property goes on the market and (2) participate in other business transactions of direct benefit to the floating home community. It will follow good business practices to achieve maximum community benefits with a fair rate of return to investors.

**WHAT IS A JOINT OWNERSHIP MOORAGE** It is a moorage which is owned by the owners of the floating homes occupying the moorage sites. A Corporation is formed and the property is operated as a co-op with provisions that no single individual can buy up control and become the "landlord." It is the ultimate in economic security but of course can only be formed when the property is for sale.

**WHAT ROLE DOES THE FUND PLAY IN THIS** As a rule the real property (moorage) is purchased on a contract with a substantial down payment. This down payment is pro-rated between the occupants. Then monthly moorage charges consist of (1) payments on the real estate contract and (2) operating costs including taxes, services, etc. The major portion of this monthly payment is not "rent" but equity in the real estate. Members of the co-op elect a management committee and/or officers. Past experience has shown that sometimes not all the occupants of a moorage are financially able to come up with their portion of the substantial down payment. In such cases the Fund could purchase these units so that the Joint Ownership could proceed. These units would be available to the "rentor" from the Fund and/or the moorage Corporation. In such instances the Fund would earn a fair return on its temporary investment.

**IS THIS THE ONLY WAY THE FUND COULD HELP** No. In past years several moorages could have become joint ownership but occupants could not act quickly enough. There are several ways in which The Fund could step in and hold the property until the occupants organized their Corporation and collected the down payments. Even before a moorage sale is even likely, it is important that occupants inform themselves. To this end the Floating Homes Association has prepared a "How To Do It" kit which is available for \$2.

**HAVE ANY JOINT OWNERSHIP MOORAGES BEEN FORMED** Yes, there are four. The first came into being in 1968. So we know this is not a dream but a reality. We also know the problems outlined above. There is a fifth where the property was in trust and not for sale but was available on a leasehold. The occupants hold the lease through a Corporation and operate it as a co-operative. As of now the owners of 49 floating homes have the protection and benefits of a co-op.

**WHAT ARE THE REQUIREMENTS FOR INVESTING** The Articles of Incorporation authorize a \$100,000 fund in units of \$500 each. Anyone who subscribes to the objectives may participate. Because of its importance to the community most will come from the floating home owners. This minimum

amount was set for several reasons. First to make clear that the purpose of the fund is for "investment" and it is not an ordinary savings account from which withdrawal can be made on demand. While a reserve fund will be set up to meet emergencies, every dollar made available for emergency withdrawal diminishes the purpose of the fund—which is to invest.

**WHERE WILL THE FUND GET ITS INCOME** All funds are deposited in an interest-drawing bank depository. The smallest return on such funds is the current interest on savings. However, safe money management could make possible higher earnings until funds are actually invested in a way to further its main objectives. The participants will make the rules for this and all other management procedures in the By-Laws which will be adopted at the meeting of investors to be held shortly after February 1. Officers will also be elected.

**CAN ONE INVEST IN THE FUND RIGHT NOW** Yes. By sending your check made out to the Lake Investment Fund to Jack MacIntyre, temporary treasurer. It will be deposited on the trustee account. Or you can send your name indicating your interest and when you will make your investment. Some have already done so. At the February 1 meeting the investors will decide on the time and place for the official meeting to elect officers and adopt By-Laws.

□ □ □ □ □ □ □

## "TOWARDS ECONOMIC STABILITY FOR OUR FLOATING HOME NEIGHBORHOOD"

Mr. Jack MacIntyre, Acting Treasurer  
Lake Investment Fund  
1327 Washington Building  
Seattle, Washington 98101

I subscribe to the objectives of the Lake Investment Fund and wish to participate as a member of the Co-operative.

Enclosed is check for \$ \_\_\_\_\_.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

# Lake Washington Houseboating 1908



Here is a rare photograph of the houseboat colony which flourished in the Madison Park area on Lake Washington more than 70 years ago. In those days the present 43rd Street was known as "Laurelshade Avenue." (Photo courtesy Seattle Museum of History &

## WHAT DO YOU THINK OF A MOORAGE COVENANT?

(One of the appealing features of life afloat is that most of our moorages are compact miniature communities imposing a relationship far different from that of suburbia or apartment house life. The new element is the degree of individual responsibility it imposes. In a brash effort to throw some light into a murky area, the Executive Committee tosses out this draft "Moorage Covenant" for discussion.)



*WE, THE RESIDENTS* of the floating home moorage at

---

recognize that the full enjoyment of our way of life requires a climate of mutual respect as well as the acceptance of individual and collective responsibilities. In this spirit we pledge our adherence to the provisions of this Moorage Covenant between ourselves, our neighbors and the operator of the premises where we reside.

*WE WILL* at all times keep our home and premises in conformity with the Codes and Ordinance of the City of Seattle.

*WE RECOGNIZE* that the exterior of our home is a part of the environment in which others must live but over which they have no control. We will be sensitive to such legitimate concerns.

*WE RECOGNIZE* that major exterior alterations require a permit under the City Building Code but before such a permit is sought, detailed plans of such changes will be submitted to the moorage owner and to our neighbors on whom such changes could have an adverse impact.

*IN ALL OUR ACTIVITIES* social, or in making repairs, in operation of watercraft and in the use of our walkways, we will respect the rights of our neighbors to privacy and the quiet enjoyment of their homes in the same manner as we will expect them to respect ours.

*WE WILL SHARE* in the limited parking area in our neighborhood in such a manner as not to impose on others.

*WE WILL NOT* moor any watercraft or float in such a way as to obstruct waterways, thus preventing their use by others.

*WE RECOGNIZE* that, under the intimate conditions prevailing at floating home moorages, the ownership of a pet is not a right but a privilege which carries with it very definite responsibilities to see that the pet does not become a nuisance to our neighbors.

*IN EVENT* of the occupancy of our home by others for an extended period, or in event of sale, the moorage owner will be notified of such tenancy or transfer of ownership and the signing of this Covenant will be a condition for such occupancy or sale.

# ROANOKE REEF'S ABATEMENT SOUGHT

A request that the City Council hold public hearings on a resolution calling on municipal government to take all legal and necessary steps to bring about the abatement and removal of the unsightly Roanoke Reef slab, has been made by Stephen J. Crane, attorney representing a group of community organizations. These include Citizens Against the Reef's Existence (C.A.R.E.), the Eastlake Community Council, Mallard Cove Village and the Floating Homes Association.

The long-standing controversy flared again recently when Roanoke Reef Associates applied for a Shoreline Substantial Development Permit to use the block-long concrete slab as a part of an open boat moorage on adjacent state-leased land. In its application the owners said future plans call for construction of commercial buildings and use of the reef for parking. In 1973 the State Supreme Court held that the city permit for the construction of a luxury over-water condominium on the site was illegal. Subsequently the developers won a \$2.8 million damage suit against the city.

In a letter to Council President Sam Smith, Crane pointed out that "there is substantial interest on the part of both citizens and public officials alike with respect to what the City policy and actions should be concerning Roanoke Reef and the ugly concrete slab which now serves as a reminder to the City's gross mishandling of its environmental and legal affairs. We believe, therefore, that a resolution of abatement will provide a needed and appropriate public forum in which the many issues surrounding the Reef's existence may be analyzed and debated."

# "IN UNITY THERE IS ...."

Although membership is at the highest peak ever, some of you reading this are not yet enrolled in the Floating Homes Association. So we want you to ask yourselves this question: WHY NOT?

If you take a look at the membership decals on neighboring homes it is obvious that you are very much in the minority. We could at this point make the conventional pitch about how much the Association needs you. But that would not be entirely true. Actually in a very real sense you need the Association more than it needs you.

Sound arrogant? Consider one fact: houseboats have survived without your help. It is very likely you were not afloat a dozen or so years ago when the fight for survival really began. Hence it is difficult for you to realize that you are a part of Seattle's first major "recycled neighborhood"—one which changed virtual slum conditions into an appealing in-city attraction whose very popularity has brought on a new set of problems. Turning blight into ambience takes a bit of doing. It was done because some houseboat folk were determined to do it, and in the doing they had the help of a generally sympathetic municipal government. But this is not the place for a history of this period. It and a lot more is to be found in Howard Droker's "Seattle's Unsinkable Houseboats," which we hope to see published this year.

The Association's program for 1977 seems as "utopian" as did our program of 1962, which is now a reality. You will find it all in this issue of the NEWSLETTER. The enactment of an "Equity Ordinance" which is fair to both the floating home owner and the moorage property owner; organizing some of our economic resources in the Lake Investment Fund to assist in the formation of Joint Ownership Moorages and encouraging all moorages to subscribe to a "Moorage Covenant" so that every resident accepts a measure of responsibility for creating a climate of mutual respect on their moorages.

These are not abstractions. They will benefit you and your neighborhood and your city. Want to do your part? Then climb aboard. We have a 100% membership as our objective. Some say that's impossible. Could be. But we are going to try.

Jack MacIntyre  
Organizational Director

Here's How YOU Can  
Help YOURSELF



Just in case you aren't . . .



2329 FAIRVIEW EAST—SEATTLE 98102  
325-1132 or 329-1517 (after 11 a.m.)

## MEMBERSHIP APPLICATION

DUES \$12 PER YEAR

Covers all the adults (18 years or over) in the household. If more than one membership card is needed, list names below.

Dues payments cover the 12 months following the time of joining.

Make checks payable to FLOATING HOMES ASSOCIATION, INC.

NAME ADDRESS ZIP

NAME ADDRESS ZIP

ENCLOSED IS \$12

BILL ME