

## Gold Beach No. 2 Protective Covenants Running with the Land

THIS INDENTURE and declaration of covenants running with the land, made this 4th day of August, 1967, by Wm. P. Joslin, Violet R. Joslin, Dom Spano, Mary P. Spano, Elbert J. Honeycutt, W. Ione Honeycutt, Lloyd Raab and Harriette W. Raab.

WITNESSETH:

WHEREAS, said parties are the owners in fee of GOLD BEACH No. 2, an addition to King County, Washington, recorded in Vol. 82, of Plats, Pages 59-60, records of King County, and an area described as Parcel "J" as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows:\* Commencing at the north quarter corner of said section; thence S.  $1^{\circ}32'57''$  W. along the east line of said Lot 959.31 feet; thence S.  $53^{\circ}17'57''$  W. 437.92 feet to the west line of the east 366.23 feet in width of said lot and the point of beginning; thence continuing S.  $58^{\circ}17'57''$  W. 84.66 feet to the west line of the east 437.02 feet in width of said lot; thence S.  $1^{\circ}32'57''$  W. along said west line 510.06 feet to the Government Meander Line; thence N.  $84^{\circ}07'14''$  E. along said meander line 71.39 feet; thence N.  $1^{\circ}32'57''$  E. 547.24 feet to the point of beginning; and an area described as Parcel "K" as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows:\* Commencing at the north quarter corner of said section; thence S.  $1^{\circ}32'57''$  W. along the east line of said lot 959.31 feet; thence S.  $58^{\circ}17'57''$  W. 353.27 feet to the west line of the east 295.43 feet in width of said lot and the point of beginning; thence continuing S.  $58^{\circ}17'57''$  W. 84.65 feet to the west line of the east 366.23 feet in width of said lot; thence S.  $1^{\circ}32'57''$  W. along said west line 547.24 feet to the Government Meander Line; thence N.  $84^{\circ}07'14''$  E. along said meander line 71.40 feet; thence N.  $1^{\circ}32'57''$  E. 584.43 feet to the point of beginning; and an area described as Parcel "L", described as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of N.M. on Maury Island in King County, Washington, described as follows: Commencing at the north quarter corner of said section; thence S.  $1^{\circ}32'57''$  W. along the east line of said lot 959.31 feet; thence S.  $58^{\circ}17'57''$  W. 268.61 feet to the west line of the east 224. feet in width of said lot and the point of beginning; thence continuing S.  $58^{\circ}17'57''$  W. 84.66 feet to the west line of the east 295. feet in width of said lot; thence S.  $1^{\circ}32'57''$  W. along said west line 584.43 feet to the Government Meander Line; thence N.  $84^{\circ}07'14''$  E. along said meander line 71.40 feet; thence N.  $1^{\circ}32'57''$  E. 621.61 feet to the point of beginning; And an area described as Parcel "S", as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows: Commencing at the north quarter corner of said section; thence S.  $1^{\circ}32'57''$  W. along the east line of said lot 589.78 feet; thence N.  $58^{\circ}27'03''$  W. 25.00 feet to the west margin of George Edwards Road No. 274 Extension and the point of beginning; thence N.  $1^{\circ}32'57''$  E. along said road margin 50.00 feet; thence S.  $56^{\circ}54'42''$  W. 170.50 feet to intersect the arc of a curve at a point from which the center lies N.  $78^{\circ}14'37''$  E. and 200.00 feet distant; thence southeasterly along said curve to the left through a central angle of  $55^{\circ}05'43''$  an arc distance of 192.32 feet; thence N.  $7^{\circ}26'20''$  E. 187.83 feet to the point of beginning; and an area described as Parcel "T", described as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington described as follows: Commencing at the north

quarter corner of said section; thence S. 1°32'57" W. along the past line of said lot 539.78 feet; thence N. 88°27'03" W. 25.00 feet to the west margin of George Edwards Road No. 274 Extension and the point of beginning thence N. 1°32'57" E. along said road margin 70. feet; thence S. 88°27'58" W. 171.51 feet; thence S. 11°45'23" E. 100 feet; thence N. W54°42" E. 170.50 feet to the point of beginning; and an area described as Parcel "U", described as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows: Commencing at the north quarter corner of said section; thence S. 1°32'57" W. along the east line of said lot 469.7 feet; thence N. 83°27'03" W. 25.00 feet to the west margin of George Edwards Road No. 274 Extension and the point of beginning; thence N. 1°32'57" E. along said road margin 60.00 feet; thence S. 80°12'20" W. 188.85 feet; thence S. 11°45'23" E. 95.00 feet; thence N. 68°27'5" E. 177.51 feet to the point of beginning; and an area described as Parcel "V", as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows: Commencing at the north quarter corner of said section; thence S. 1°32'57" W. along the east line of said lot 409.78 feet; thence N. 88°27'03" W. 25.00 feet to the west margin of George Edwards Road No. 274 Extension and the point of beginning; thence N. 1°32'57" E. along said road margin 70.00 feet; thence S. 85°41'33" W. 133.73 feet; thence S. 30°01'57" W. 49.23 feet to the beginning of a curve to the left with a radius of 170.00 feet; thence southerly along said curve through a central angle of 19°42'59" an arc distance of 58.50 feet; thence N. 80°12'20" E. 188.85 feet to the point of beginning; and an area described as Parcel "W", as follows: That portion of Government Lot 3 in Section 28, Township 22 North, Range 3 East of W.M. on Maury Island in King County, Washington, described as follows: Commencing at the north quarter corner of said section; thence S. 1°32'57" W. along the east line of said lot 339. feet; thence N. 88°27'03" W. 25.00 feet to the west margin of George Edwards Road No. 274 Extension and the point of beginning; thence N. 1°32'57" E. along said road margin 110.00 feet; thence N. 88°27'1" W. 48.11 feet; thence S. 36°01'57" W. 150.00 feet; thence N. 85°41' E. 133.73 feet to the point of beginning.

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore.

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon all the above described property the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed One story in height and a private garage and boathouse, except lots used for the community and excepting lots 1 through 26, inclusive, lots 28 through 44, inclusive, lots 81 through 5, inclusive, lots 52 and lot 74 may have not more than two stories, provided that a request for variance may be submitted to the Gold Teach architectural Committee for approval of variance therefrom.

3. No dwelling shall be permitted on any lot at an appraisal value of less than \$12,000.00 (exclusive of land), based upon cost levels prevailing on the date of these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 1100 square feet for a dwelling of more than one story/
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. There will be no setback required from special access easement. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9600 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. . The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible and all utilities shall be installed underground.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Any dwelling, or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to-advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided, that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No fence, wall, hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street...than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground. No mass planting or boat house located on any water front may be more than 5 feet in height within 50 feet of extreme high tide.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically -extended for successive periods of ten (10) Years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either" to restrain violation or to recover damages.
16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The Gold Beach Community Club shall have the right and power to enforce any and all of the conditions and restrictions, but such right shall be without prejudice to the right of the grantor or any owner of a tract in said plat to enforce the same. Every tract owner in Gold Beach will be deemed to have agreed not to sell or convey any tract shown in said survey of said plat, otherwise than subject to the restrictions and provisions set forth herein, and it is a part of the consideration of each sale that such restrictions and provisions shall be made with respect to all of the tracts shown in such survey as covenants running with the land.

18. The Gold Beach Community Club shall appoint an architectural committee of three which must approve all plans for construction before actual construction starts. This committee shall be the enforcing body of the above.