

Gold Beach #4

Protective Covenants Running with Land

THIS INDENTURE and declaration of covenants running with the land, [?] this 20th day of April, 1977, by Dom Spano and Mary P Spano, doing business [?] GOLD BEACH COMPANY.

WITNESSETH:

WHEREAS, said parties are the owners in fee of GOLD BEACH NO. 4 an addition to King County, Washington as recorded in Volume 102 of Plats, Pages 54 and 55, records of King County, in Government Lots 1 and 2, Section 28, Township 22 North, [???] W.M., all of which property is located in King County, Washington and

WHEREAS, it is the desire of said parties to by these presents make, establish, confirm and hereby impress upon GOLD BEACH No. 4 an addition to King County, Washington according to Plat thereof recorded in Volume 102 of Plats, Pages 54 and 55 records of King County, Washington, in Government Lots 1 and 2, Section 2?, Township? North range 3 East of W.M., all of which property is located in King County, Washington, 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 and a private garage and boathouse and greenhouse, except lots used for the community. Height restrictions for lots in Division 4, which shall be measured at the existing ground level located approximately in the center of the site of the structure, and shall be as follows:
 - a. Lots 1 through 4 inclusive and Lots 42 through 48, inclusive shall be restricted to an elevation at the building site which shall not exceed eighteen feet.
 - b. Lots 5 through 9, inclusive shall be restricted to an elevation at the building site which shall not exceed twenty two feet.
 - c. Lots 10 through 16 inclusive shall be restricted to an elevation at the building site which shall not exceed thirty feet.
 - d. Lots 17 through 20, inclusive, shall be restricted to an elevation at the building site which shall not exceed sixteen feet.

- e. Lots 30 through 41 inclusive shall be restricted to an elevation at the building site which shall not exceed sixteen feet.
 - f. Lots 49 through 56 inclusive shall be restricted to an elevation at the building site which shall not exceed sixteen feet.
 - g. Lots 21 through 29 shall have no height restrictions.
3. No dwelling shall be permitted on any lot within Division 4 which does not have a minimum of 900 square feet of finished living area on one floor, except Lots 21 through 29 inclusive, which may have a minimum of 800 square feet of finished living area on one floor.
 4. Lots 1 through 16 Division 4 shall conform with the building setback line as shown on the face of the Plat. No building shall be located shoreward of the delineated building setback lines on these lots. Lots 24 through 27, Division 4 shall also conform with the building setback line as shown on the face of the plat and no building shall be located northerly beyond the delineated building setback line on these lots.
 5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 easement. The easement area of each lot and all improvements in it shall be maintained continuously but the owner of the lot, except for those improvements for which a public authority or utility company is responsible and all utilities in Gold Beach No. 4 shall be installed underground.
 6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at anytime as a residence, except a temporary six month "waiver" may be applied for by requesting, in writing, of the Architectural Committee, permission to place a trailer on a lot to be used for a period of 9 months only, while a permanent home is being constructed. This shall not be construed to mean that trailers will be approved for residence, except for the temporary waiver.
 8. Any dwelling or structure erected or placed on any lot in this subdivision 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.
 9. 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 construction and sales period.

10. 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.
11. 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.
12. 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. If a boat house or boat houses are allowed to be constructed, the height of said boathouse shall not be allowed to restrict the view of any lots.
13. 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 the said covenants shall be automatically extended for a successive [?] of ten (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded, agreeing to change said covenants in whole or part.
14. Enforcement shall be by proceedings at law or in equity against [?] person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
15. 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.
16. 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 that 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 tract shown in such survey as covenants running with the land.
17. The Gold Beach Community Club Architectural Committee must approve all plans for construction before actual construction starts. This committee shall be the enforcing body of the above.
18. The said Gold Beach Community Club shall have the right and power to enforce any and all of the conditions, limitations and restrictions, but such right shall be without

prejudice to the right of the grantor or owner of a tract in said plat to enforce the same.

19. All lot purchasers shall agree to become a member of the GOLD BEACH COMMUNITY CLUB, INC., and agree that the real estate shall be subject to charges and assessments as provided for in and for the purposes set forth in the Articles of incorporation and By-laws of Subject Corporation. It is understood the combine current assessments by the GOLD BEACH COMMUNITY CKLUB, INC., does not exceed \$60 per annum. Subject corporation shall have a valid lien against the subject real estate for said charges and assessments, which shall be foreclosed in the manner provided in the by-laws. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.
20. The developer (GOLD BEACH COMPANY) shall provide domestic water system and will allow purchaser to hookup at a cost not to exceed \$200 plus a normal monthly charge based on consumption.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

STATE OF WASHINGTON

KING COUNTY

On this ____ day of April 1977, before me the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn personally appeared Don, Spano and Mary P. Spano to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.
