



165567

FILED FOR RECORD AT 10:39 AM
Sept 21 1964 at request of
John H. Kortlever
J. W. LUSKEY, AUDITOR
ISLAND COUNTY, WASH.

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE PLAT OF ROCKAWAY BEACH
ISLAND COUNTY, WASHINGTON**

The Undersigned, John H. Kortlever and Ann J. Kortlever, contract purchasers and owners of the following land in Island County, State of Washington, to wit:

Subdivision of Rockaway Beach, according to the recorded plats thereof, do hereby declare all the following lots in said plat, to wit:

ROCKAWAY BEACH

Lots 1 thru 27, inclusive

to be subject to the following protective covenants and restrictions, to wit:

- (1) **LAND USE AND BUILDING TYPE:** All lots except Lots 1 and 27 shall be used for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot except Lots 1 and 27 other than one detached single-family dwelling not to exceed one and one-half stories or 15 feet maximum in height and a private garage for not more than two cars. This is not meant to exclude accessory buildings such as tool sheds, boat storage, etc.
- (2) **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Parts 9 and 10.
- (3) **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$4,000.00 (exclusive of land) based upon cost levels prevailing on the date 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 320 square feet for a one-story dwelling. All building exteriors shall be finished within one year after beginning of construction.
- (4) No building, exclusive of porches, roofs, overhangs, and steps, shall be located on any lot nearer than 20 feet to the front property 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 detached garage or other permitted detached accessory building located 50 feet or more from the minimum building setback line, exclusive of porches, overhangs, roofs and steps. 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 part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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- (5) **FENCING AND CLEARING:** No fence shall be allowed along the property lines adjacent to street. No fence shall exceed 5 feet in height. No trees or plants shall exceed 5 feet in height except original growth on property at the time of recording of the plat. Any clearing done must be accomplished in a neat and orderly manner and must not endanger trees or shrubbery on adjacent lots. All debris from clearing shall be cleaned up and the site shall be left in an orderly condition.
- (6) **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five 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.
- (7) **NUISANCES:** 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.
- (8) **TEMPORARY STRUCTURES:** No structure of a temporary character, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Mobile homes, trailers, and garages may be permitted at the discretion of the architectural control committee.
- (9) **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of three members:

John H. Kortlever
Route 4, Box 1022
Stanwood, Washington

Ann J. Kortlever
Route 4, Box 1022
Stanwood, Washington

Donald J. Kortlever
Route 1
Lynden, Washington

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

- (10) **PROCEDURE:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.



- (11) **TERM:** 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.
- (12) **ENFORCEMENT:** 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.
- (13) **SEVERABILITY:** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- (14) **SIGNS:** 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 signs used by a builder to advertise the property during the construction and sales period.
- (15) **LIVESTOCK AND POULTRY:** 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.
- (16) **GARBAGE AND REFUSE DISPOSAL:** 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.
- (17) **SEWAGE DISPOSAL:** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County Health Department. Approval of such system as installed shall be obtained from such authority.
- (18) **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Said covenants and restrictions are for the mutual benefit of each of the said lots and any subsequent owners thereof, and shall be deemed covenants running with the title to said lots.

Witness the hands and seals of the makers of this instrument on the 17th day of August, 1964.

By John H. Kortlever (SEAL)
John H. Kortlever

By Ann J. Kortlever (SEAL)
Ann J. Kortlever

STATE OF WASHINGTON,

County of Island

On this day personally appeared before me John H. Kortlever and Ann J. Kortlever, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 1964.

