

Covenant

Protective Restrictions for Crystal Water Beach Subdivision

GENERAL PROVISIONS: The Grantors hereby certify and declare that they have established and do hereby establish a general plan for the development, improvement, maintenance and protection of the real property embraced in Lot 72 Crystal Water Beach Subdivision, Point Roberts, Whatcom County, Washington (hereinafter referred to as Lot 72), and have established and do hereby establish the restrictive mutual easements and covenants hereinafter set forth, subject to which all lots in Lot 72 shall be held and/or sold by the Grantors, which are for the benefit of the real property embraced in said Lot 72 and of all persons who may become the owners thereof. These Restrictive Mutual Easements and Covenants of Lot 72 shall attach to and shall pass with said property and each and every lot therein and shall bind all persons who may at any time and from time to time own said property and their respective successors in interest.

These restrictive mutual easements and covenants shall be deemed to be fully and sufficiently described or incorporated in any instrument or conveyance by designating and referring to the same as the "Restrictive Mutual easements and Covenants of Lot 72.

The term Grantor wherever used in these Restrictive Mutual Easements and Covenants shall refer to the owners who platted said Subdivision, namely, LAUGI THORSTENSON and ELLA THORSTENSON, his wife, or their assigns.

If the parties hereto, or any of them, or their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the provisions of these Restrictive Mutual Easements and Covenants of Lot 72, it shall be lawful for any other person or persons owning any real property situated in Lot 72 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictive Mutual Easements and Covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any provision, sentence or paragraph contained in these Restrictive Mutual Easements and Covenants of Lot 72 by judgment or court order shall in no wise affect or invalidate any of the other provisions, sentences or paragraphs of said Restrictive Mutual Easements and Covenants, but the same shall be and remain in full force and effect.

BUILDING RESTRICTIONS: No buildings shall be erected or placed upon the above described property until the design, plans, specifications and locations thereof have been approved in writing by the grantors, and said buildings shall be constructed in accordance with the plans and specifications as approved by the grantors.

Not more than one residence shall be constructed on each lot and such construction shall not be constructed nearer than 5 feet from the boundary line except in cases where they are constructed next to a roadway or established walk; the trees and brush shall be trimmed in a neat manner so as not to obstruct the view of persons living in the back of any premises; no carnival or concession rights shall be granted to

any person and no building or structures shall be moved in and set upon any of said property but that all construction in said addition must be of new construction.

BUILDING LIMITS: The property embraced by said addition shall be used only for private one family residential purposes and the building line shall be at least 20 feet from the nearest existing road boundary, with the out building line at least 20 feet from the nearest existing road boundary. The building shall not exceed one story or 17 feet in height.

No partition fence or any other fence shall be erected to a height in excess of 5 feet and no hedge shall be allowed to grow to a height in excess of 5 feet.

No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front or street line than 20 feet nor nearer to the side line than 5 feet.

Chimneys, spets, eaves, gutters, bay, bow or oriel windows, uncovered porches or paved terraces or other slight or minor projections may be constructed or placed on a dwelling house beyond the building limits as herein described providing such projections are not detrimental to other tracts or buildings and are first approved in writing by the Grantor.

EXPEDITION OF CONSTRUCTION WORK: The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within twelve months from the date of commencement of construction, unless prevented by cause beyond the Owner's control.

MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS: No trailer shall be maintained on a building site as a residence.

BILLBOARDS AND SIGNS: No advertising signs or advertising structures of any nature whatsoever shall be erected or be permitted to be erected in said subdivision.

ANIMALS: No animals, poultry or livestock shall be kept or harbored in said subdivision except that this restriction shall not apply to dogs and cats kept as household pets.

BATHROOM, SINK AND TOILET CONVENIENCES: All houses built in said subdivision shall be equipped with modern inside plumbing, and until such time as the sewage system may be installed serving the subdivision a septic tank shall be installed for the disposal of sewage, said septic tanks to conform to all of the rules and regulations of the State Department of Health.

GARBAGE AND REFUSE DISPOSAL: No lot shall be maintained or used 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.

Each purchaser of property in this subdivision, his heirs and assigns, agree that they will join with the other property owners in said subdivision in obtaining a water supply for domestic purposes and for electric light and power and will pay such charges both as to installation charges, charges for procuring the same and

monthly rental as may be necessary.

These covenants are to run with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

The undersigned shall not be obligated to enforce any of the terms of this agreement and all instruments of conveyance executed by the undersigned with respect to any residential lot shall be deemed subject to the covenants as herein set forth, and the undersigned shall not become or be liable for breach of said covenants by any other than itself.

Every person who by deed becomes a grantee of any of said property or who by contract agrees to purchase or lease any of said property shall be deemed to have made and accepted such deed, contract or lease, subject to all restrictions, conditions, covenants and reservations herein stated; and their respective heirs, executors, administrators, representatives, successors and assignees shall be bound by all of the provisions of this instrument to the full and same extent as the original grantees, purchaser or lessee.

A majority of the grantors may designate a representative to act for them and in the event of the death or inability of any of the grantors or their representatives to act, the remaining grantors shall have full authority to designate a successor. None of the grantors shall be entitled to any compensation for services performed in the approval of any building plans or design as provided herein and this shall also apply to any committee which may be set up for this purpose. The grantors approval or disapproval as required in these covenants shall be in writing and if such approval or disapproval is not made within thirty days after plans and specifications have been submitted to them, such approval will not be required and the covenants shall have been deemed to have been fully complied with.

All covenants and agreements herein shall run with the land hereby conveyed and shall bind all subsequent owners and occupants thereof in like manner as though the provisions of this instrument were recited and stipulated at length in each and every future deed or other instrument of grant or conveyance.

It is understood and agreed that the placing of the foregoing restrictions and conditions in the land hereby conveyed entails no obligations, express or implied, on the grantor to place the same restrictions or conditions upon any other land owned by the grantors.

***Laugi Thorstenson
Crystal Water Beach
Point Roberts, Washington.***

Registered in Bellingham

August 26, 1961, 11:50am