

COVENANTS AND RESTRICTIONS
PLAT OF
SEA VIEW ESTATES

IT IS HEREBY MADE KNOWN THAT Sea View Estates, Inc., a Washington corporation, organized and existing under the laws of the State of Washington, fully qualified to transact and do business in the State of Washington, having title to a tract of ground designated as Sea View Estates, platted as a subdivision which is recorded in volume 8 of plats at page 76, under auditor's fee No. 79488, records of Grays Harbor County, Washington, does by these presents make, establish, confirm and hereby impress upon said tract the following restrictive covenants for the benefit of all lots and property in such addition, said covenants shall run with said land, and do hereby bind said Sea View Estates, Inc., and all its future grantees, assignees and successors to said covenants for a period of 25 years from the date this plat was recorded.

1. All lots, tracts, and parcels in the plat of Sea View Estates shall be used only as herein set forth and zoned and said designated usage can only be changed by Sea View Estates Community Club, Inc. through its Architectural, Planning and Zoning Committee with the approval of Sea View Estates, Inc.
2. The land included in said plat, except as hereinafter provided, shall be used for non-commercial and single family residence purposes only. The lots abutting on the state highway and designated by numbers 1 to 34 inclusive, may be devoted in whole or in part to use as a business or shopping center, and buildings may be erected thereon and activities carried on thereon of a business, commercial and professional nature, excluding, however, any industrial uses.
3. No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches, and garages, shall be less than 450 square feet for a one story dwelling, nor less than 600 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an 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 set back line. 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 50 feet at the minimum setback line.
6. No fence, hedge or boundary wall situated anywhere upon any tract shall have a height above the finished graded surface of the ground upon which such fence, hedge or wall is situated greater than six feet, nor shall any fence, hedge or wall situated upon any building site between said "Building Line" and the line of the street fronting on said building site have a height greater than four feet above the graded surface of the ground upon which such fence, hedge or wall is situated; unless plans and specifications for such fence, hedge or wall shall be submitted to and approved by the Architectural, Planning and Zoning Committee of Sea View Estates Community Club, Inc. prior to the commencing of any construction.
7. No permanent structure or building shall be constructed on any lot or tract or parcel of this plat which does not conform to Grays Harbor Building regulations and the requirements of the Architectural, Planning and Zoning Committee.
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 permanent residence, except under a temporary written permit for not more than one year granted by the Architectural, Planning and Zoning Committee.
9. All building plans and proposed usages shall be submitted to and approved by the Architectural, Planning and Zoning Committee prior to the commencing of any construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted or otherwise suitably finished and within one year of starting. All buildings and structures shall be new construction.
10. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of County Public Health authorities and the Architectural, Planning and Zoning Committee. Approval of such system as installed shall be obtained from such authorities or the Committee.
11. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority or the Architectural, Planning and Zoning Committee. All septic tank drainfields shall have a minimum of 150 linear feet of drain tile and a septic tank of minimum 750 gallon capacity. Pipe shall be placed in a minimum width trench of 24 inches.
12. On residential lots no sign of any kind shall be displayed to the public view 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. In areas and on lots herein before zoned and restricted to use for business, all signs shall be approved by the Architectural, Planning and Zoning Committee before erection or installation.
13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
14. 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.
15. 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.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant hereof, either to restrain violation or to recover damages.
17. 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.
18. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots or plot or plots in the subdivision, but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

Dated this 10th day of July, 1961.

Sea View Estates, Inc.

By: FRED MENATH, President

By: EDWINA MENATH, Secretary

Filed for record July 13, 1961 as Fee No. 80370 and recorded in Volume 413 of Deeds, page 126, records of Grays Harbor County.