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PROPOSED

## DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WALTER R. STORMAN and SUZANNE R. STORMAN, his wife, being the owners, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Port Angeles, Washington, and JACK LYNCH and RUTH LYNCH, his wife, being the Mortgagees of the following described real estate situate in the County of Clallam, State of Washington, to-wit:

Mallard Cove, according to Plat thereof recorded in the office of the Clallam County Auditor in Volume 7 of Plats, Page 19.

do hereby certify and declare that the following restrictions and conditions are hereby imposed on said real property, to-wit:

A. The purpose of these restrictions is to insure the use of the property for attractive residential and recreation purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for resident purposes will not be permitted.

B. Each lot presently or hereafter platted within said Mallard Cove shall be used for residential purposes only and only one single family dwelling may be constructed or maintained on each such lot; provided, however, that the owners above referred to may use two lots in Mallard Cove and buildings thereon as an office for the conducting of real estate sales and other business functions of the enterprise, also provided that duplexes presently existing on said

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lots shall be permitted. It is understood that various lots located on the above-described Plat have rental units now existing on them and that said units may be rented to the public by the above-named owners, or their successors. Outbuildings may be allowed as are reasonably necessary for each such family dwelling. Owners and purchasers may lease to other individuals under the same terms and conditions contained herein.

1. No structure shall be constructed, placed or maintained on any such lot until 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 exterior design and color with existing structures, and location with respect to topography and finish grade elevation.

The architectural control committee shall be three in number and shall be composed of:

1. Walter R. Storman, or his assigns.
2. A real estate broker appointed by Walter R. Storman, or his assigns.
3. An owner of one of said lots appointed by Walter R. Storman, or his assigns; provided, however that Walter R. Storman may designate the non-profit corporation, if any, to which the roads and other common area have been transferred as the architectural control committee. As long as the architectural control committee consists of three individuals, Walter R. Storman may remove any member thereof and name his successor, and a majority of the committee may designate a representative to act for the committee. If such a non-profit corporation is the architectural control committee, it may designate a representative to act for it. No compensation shall be paid for services performed by the architectural control committee. Notwithstanding any other provision in this sub-paragraph B-1, the record owners of fifty-one per cent (51%) of the area of Mallard Cove at any particular time shall have the power, through a duly recorded



written instrument, to change the membership of the architectural control committee, or to withdraw from the committee, or restore to it any of its powers and duties.

The architectural control committee's approval or disapproval required herein shall be in writing. In the event the architectural control committee fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or if no suit to enjoin the construction of any structure has been commenced prior to the completion thereof, the architectural control committee's approval will not be required and this sub-paragraph 1-8 shall be deemed to have been fully complied with.

All dwellings, and other outbuildings incident thereto shall be of permanent non-mobile construction and no building constructed, placed or maintained, permanently or temporarily, for residential purposes on such lots shall consist in whole or in part of a house-trailer or mobile home of any type whether or not converted to a permanent structure. No dwelling shall be constructed or maintained on any such lot unless the enclosed ground floor area thereof, exclusive of open porches, patios, garages and other areas, contain not less than 550 square feet.

The work of constructing all structures on such lots shall be prosecuted diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished which finish shall in any event be twelve (12) months from the commencement of construction.

4. Only buildings fifteen (15) feet or less in height above ground level shall be constructed, placed or maintained on any lot where said lot contains a notation indicating that only one-story buildings are permitted thereof.

5. No building shall be constructed, placed or maintained on any lot so that any part thereof is nearer to the lot lines of said lot than the set back lines noted on said plat.

6. LIVESTOCK. No hogs, cattle, horses, sheep, goats poultry

or similar livestock shall be permitted, or maintained on said Plat at any time. Household pets shall be permitted so long as they are confined to the lot of the owner of said pets.

D. NUISANCES. No noxious or offensive activities shall be carried on upon Mallard Cove Plats, or shall anything be done thereon which may be, or may become an annoyance or nuisance to the owners of other lots in the Platt. No such lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall be kept in sanitary containers. All equipment, or other wastes shall be kept in sanitary containers. All equipment for the storage or disposal of materials shall be kept in a clean and sanitary condition.

Until such time as the dwelling is commenced on each lot in said Plat, the owner, or the non-profit corporation, if any, to which the roads or common area in said plat have been transferred, shall have the right, but not the obligation to enter upon and cut grass and hay from said lots.

E. No dwelling or outbuilding incident thereto shall be used for residential purposes, temporarily or permanently, unless and until the area's water system is connected thereto and a sewerage disposal system therefor is in operation and approved by the applicable governmental agency.

The aforesaid restrictions and conditions shall run with said real property and shall be binding on all parties and persons claiming under them from the date this instrument is recorded until an instrument signed by the record owners of sixty-five (65%) per cent of the area of Mallard Cove at any particular time is recorded whereby the signers thereof agree to change such restriction and conditions in whole or in part.

If any party hereto, or such party's heirs or assigns, shall violate any of said restrictions and conditions, it shall be lawful for any other person or persons owning any of said real property to prosecute any proceeding at law or in equity against the person or

persons violating or attempting to violate any such restrictions or conditions, and either to prevent him or them from doing or to recover damages or other dues for such violation. The undersigned shall not be obligated to enforce any of the terms of this instrument, and all instruments or conveyance signed by the undersigned with respect to any such property shall be deemed subject to the restrictions and conditions as set forth herein, and the undersigned shall not be or become liable for the breach of said restrictions and conditions by any other than themselves.

The invalidation of any one of said restrictions and conditions shall in no wise affect any of the other provisions herein, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, this Instrument is executed this 12<sup>th</sup> day of July, 1971.

Walter R. Storman

Walter R. Storman, Owner

Suzanne R. Storman

Suzanne R. Storman, Owner

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION of Port Angeles, Wash.  
Mortgages

By:

George Bruchette  
President

Robert J. Lynch  
Secretary

Jack Lynch  
Mortgages

John B. Lynch  
Mortgages

Jack Lynch  
Mortgages

Ruth Lynch  
Mortgages

Ruth Lynch  
Mortgages

Ruth Lynch  
Mortgages

Ruth Lynch  
Mortgages

Ruth Lynch  
Mortgages

Ruth Lynch  
Mortgages



STATE OF WASHINGTON }  
County of Clallam } ss

On this day personally appeared before me Walter R. Storman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of Oct, 1971.



Richard A. Leibel  
Notary Public in and for the State of Washington; residing at Port Angeles

STATE OF Maryland }  
County of Calverton } ss

On this day personally appeared before me Suzanne R. Storman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of July, 1971.



Patricia A. Bourde  
Notary Public in and for the State of Maryland; residing at \_\_\_\_\_

Acacia City  
My Commission Expires July 1, 1974