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**Restrictive covenants and easements appearing on the face of the plat of Ocean Shores Division No. 23, as per plat recorded in Volume 9 of Plats on Pages 82 thru 95, records of Grays Harbor County:**

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon OCEAN SHORES DIVISION NO. 23, an addition to Grays Harbor County, Washington, 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 parties and all their future grantees, assignees and successors to said covenants for a period of 25 years from the date this plat is recorded after which said covenants shall be 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:

1. All lots, tracts and parcels in the plat of OCEAN SHORES DIVISION NO. 23, shall be used only as herein set forth and zoned and said designated usage can only be changed by the approval of OCEAN SHORES ESTATES, INC. through its Architectural, Planning and Zoning Committee, and subject to the articles of incorporation and by-laws of said corporation.

2. The zoning and land usage of the lots and tracts and blocks of the plat of OCEAN SHORES DIVISION NO. 23 is as follows:

- a) All lots shall be zoned single family residence and the lot area per single family residence shall not be less than 7200 square feet. All lots abutting Duck Lake have dock and float easement rights as shown on the face of plat.
- b) Tract "B", Block 9 and Tract "F", Block 13 shall be reserved for Ocean Shores Community Club, Inc.
- c) Tract "A" shall be reserved for permanent area for Duck Lake and permanent waterways by Ocean Shores Estates, Inc.
- d) Tracts "E" and "K" shall be reserved for Ocean Shores Estates, Inc.
- e) Tracts "C, G, H and J" are reserved for community drainage, utilities and screening purposes.

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 800 square feet. EXCEPT that on waterfront lots there shall be a minimum square footage of 1000 square feet exclusive of porches and garages. All dwellings shall have concrete foundations or concrete grouted block foundations.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event 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. 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. No building shall be located nearer than 40 feet to the extreme high tide line.

5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Also a 5 foot utility and drainage easement is reserved adjacent to the rear lot line of every lot and tract herein.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. 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 County Building regulations and the requirements of the Architectural, Planning and Zoning Committee of Ocean Shores Estates, Inc.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, boathouse 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, nor will any covered boathouse or covered moorage or barge for residence be allowed on dock and float easements.

10. All building plans, moorage 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 6 months of starting. All buildings and structures shall be new construction.

11. On residential lots, no sign of any kind shall be displayed to the public view except signs used by a builder to advertise the property during the construction and sales period. In all areas and on lots herein before zoned and restricted to use for apartment houses, motels and business, all signs shall be approved by the Architectural, Planning and Zoning Committee before installation or erection.

12. 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.

13. 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.

14. 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.

15. 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; EXCEPT as required by the owners of Mineral Rights & Reservations.

16. 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 and on all lots abutting Tract "A", drainfields shall be installed or constructed a minimum distance of 50 feet from the common property line with Tract "A".

17. Ocean Shores Estates, Inc. reserves unto itself the right to land fill all lots where necessary to an elevation of 14.0 feet U.S.C. & G.S. Datum as established by Ocean Shores Estates, Inc.

18. 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.

19. Invalidity 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.

20. 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 the provisions herein.

21. OCEANROAD, INC., a Washington corporation, as recorded in the office of the Secretary of State of the State of Washington on July 12, 1967 under File No. 5383, shall be responsible for the maintenance of all private roads shown on this plat.