

## COVENANTS -- COLONY

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### DEDICATION AND RESTRICTIONS FOR CAPE GEORGE COLONY

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*The Dedication and Restrictions for Cape George Colony are recorded in Jefferson County, WA, on plats of Cape George Colony (Divs 1-7, Vol 4, Pages 21-24, 32, 48, 50-51) and Cresthaven (Vol 6, Pages 91-92).*

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners in fee simple of the land herein platted, hereby declare this plat, reserving unto the undersigned all roads, streets, avenues, drives, places, paths, sewer easements and property adjoining the beach as shown on the plat, and also reserving unto the undersigned the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts, parcels, etc., shown on this plat in the reasonable original grading of all the roads, streets, avenues, drives, places, paths, etc., shown herein, or in subsequent grading necessary for acceptance by a municipality having jurisdiction in event of dedication to public use, and also reserving unto the undersigned the right to drain all roads, streets, avenues, drives, places and paths over and across any lot or lots where water might take a natural course after the same have been graded. There is hereby granted, as a private right, to each and all purchasers or owners of any lot, tract or parcel within the limits of this plat, the privilege to use all roads, streets, avenues, drives, places, paths and the property constituting the beach and that immediately adjoining the beach as shown on this plat and on any other plats of CAPE GEORGE COLONY that may be created, formed or annexed by CAPE GEORGE LAND CO., INC., specifically reserving unto itself the right to negotiate, form or annex additions to this plat and to grant the same privileges as provided herein to said additions or annexations. Said roads, streets, avenues, drives, places and paths shall be constructed and maintained by CAPE GEORGE LAND CO., INC., subject to a reasonable maintenance charge that may be made by the undersigned CAPE GEORGE LAND CO., INC. as condition to the exercise of said privilege of use, and subject to the right reserved in the undersigned CAPE GEORGE LAND CO., INC. to assign such maintenance obligation and right to charge therefore to a non-profit corporation, hereinafter referred to as "the corporation", or any other such association formed for that purpose, and thereby absolve said undersigned of all responsibility and liability pertaining thereto.

All lots, tracts or parcels embraced in this plat are subject to and shall be sold under the following covenants and restrictions, which shall run with the land for the benefit of each lot, tract or parcel in this plat, and shall be binding on all purchasers and owners thereof and their personal representatives, heirs, successors and assigns, to wit:

All purchasers, or owners of real property or interest therein in this plat must be acceptable to the Membership Committee of CAPE GEORGE COLONY, a non-profit corporation (hereafter referred to as "the corporation"), to be formed by CAPE GEORGE LAND CO., INC. or its nominees, and must become Members of CAPE GEORGE COLONY.

No houses or buildings shall be constructed at a distance closer than twenty-five feet from the front of any lot, tract or parcel except where the contour of the ground prohibits such a setback.

Before constructing a residence or building of any kind, it shall be mandatory for the builder or purchaser and property owner to first submit a plan of such construction to the corporation for approval by its Building Committee, and no work of any nature whatsoever shall be started on the residence or building before the plan is approved in writing by the corporation. All buildings shall be completed on the exterior, including paint, within six months after the starting date.

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There shall be no house trailers for residential purposes located in either Division Number One or Division Number Two of the Plat of CAPE GEORGE COLONY and any trailer in any other location before being occupied must be provided with water outlets, septic tank, electrical power line and a concrete slab in accordance with the approval of the Building Committee of the corporation.

There shall be no residential structure that will have an appraised value of less than Five Thousand Dollars (\$5,000.00).

Keeping of livestock, pets and poultry shall be subject to the approval of the corporation in writing.

There shall be no discharging of firearms or hunting on the property.

No trees or natural shrubbery shall be removed unless approved in writing by the undersigned CAPE GEORGE LAND CO., INC., it being the intention to preserve all natural growth of any kind, and no fires of any description shall be started during the fire season without written permission of the CAPE GEORGE LAND CO., INC.

This plat shall be limited to suburban residences, except, however, a community business center or other buildings planned and designated by the CAPE GEORGE LAND CO., INC., and no business of any kind shall be permitted thereon without the written permission of the CAPE GEORGE LAND CO., INC.

The entire area embraced in this plat shall be considered and treated as private property and at no time shall be open to the public.

Any lot, tract, or parcel of this plat of CAPE GEORGE COLONY or any annexations thereto which are made subject to the foregoing covenants and restrictions, shall revert to CAPE GEORGE LAND CO., INC., its successor or assigns, in case of a breach of any provisions of the foregoing covenants and restrictions, and a breach thereof shall of itself operate to extinguish the title upon the declaration of such breach by CAPE GEORGE LAND CO., INC., its successor or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 11 day of July, 1961.

**The covenants recorded on Division 1 given above  
pertain to each of the Divisions within the Colony with the  
exceptions noted in the chart.**

Plat	Dedication & Restrictions	Date Recorded
Colony, Div 1	As above	18 Jul 1961
Colony, Div 2	As above	18 Jul 1961
Colony, Div 3	As above	8 Aug 1961
Colony, Div 4	As above	8 Aug 1961
Colony, Div 5	As above	19 Nov 1962
Colony, Div 6	As above, except paragraphs 6 and 7 are modified:  "There shall be no house trailers for residential purposes located in Division Six of the Plat of CAPE GEORGE COLONY."  "There shall be no residential structure that will have an appraised value of less than Fifteen Thousand Dollars (\$15,000), Lots 3 to 7, and \$5,000, Lots 1 and 2."	3 Feb 1964

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Colony, Div 7	As above, except paragraph 6 is modified: "There shall be no house trailers located in Division 7 of the Plat of CAPE GEORGE COLONY."	4 May 1964
Cresthaven Subdivision	Following is the full text recorded on plat: "All of the Covenants and Restrictions delimited on the Plats of Cape George Colony, Divisions 1-7, Volume 4 of Plats, Pages 21-24, 32, 48, 50-51, Records of Jefferson County, Washington, shall apply to this plat. In addition, there shall be no residential structure that will have an appraised value of less than \$40,000. No structure shall be constructed southwesterly of the building setback line depicted on the face of this Plat."	13 Nov 1984