

## COVENANTS – VILLAGE / HUCKLEBERRY / HIGHLANDS

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### AGREEMENT FOR RESERVATIONS, COVENANTS AND RESTRICTIONS AND PROVIDING FOR ANNEXATION OF PLAT

THIS AGREEMENT entered into this 8 day of July, 1963 by and between CAPE GEORGE MOBILE VILLAGE, INC., a Washington corporation, hereinafter referred to as Owner, and CAPE GEORGE LAND CO., INC., a Washington corporation,

W I T N E S S E T H :

WHEREAS Owner is the owner of the real estate situated in Jefferson County, State of Washington, which real estate is described in Exhibit "A" hereto attached and by this reference made a part hereof as if set forth verbatim; and

WHEREAS said Owner intends to plat, from time to time, portions of said real estate and desires that said plats be annexed by CAPE GEORGE LAND CO., INC. to the plat or plats of Cape George Colony and further Owner desires to impress upon the said real estate described in Exhibit "A" certain covenants, conditions and restrictions;

NOW, THEREFORE, in consideration of these premises, the execution of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged by said Owner and also by said other party hereto, the parties hereto do hereby mutually agree as follows:

(1) That the Owner , in causing any portion of the real estate described in Exhibit "A" hereto attached, (hereinafter referred to simply as said real property) which owner may cause to be platted, there in hereby reserved unto said Owner all roads, streets, avenues, drives, places, paths and sewer easements as may be shown on any such plat and thereby reserves unto said owner the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts, parcels and property shown on any such plat in the reasonable original grading of all of the roads, streets, avenues, drives, places, paths and ways, shown on any such plat, or in the subsequent grading necessary for acceptance by a municipality having jurisdiction in the event of dedication to public use, and said Owner also does hereby reserve unto itself the right to drain all roads, streets, avenues, drives, places and paths or ways shown on any such plat over and across any lot or lots where water might take a natural course after the grading thereof. That further the Owner does hereby grant a private right, to each and all purchasers or owners of any lot, tract or parcel within the limits of any such plat, the privilege to use all roads, streets, avenues, drives, places, paths or ways shown on any such plat or any other plat that may be created, formed or annexed thereto by the Owner, specifically reserving unto the Owner the right to negotiate, form or annex additions to any such plat, and to grant the same privileges as provided in any such plats to the additions or annexations thereof. Further said roads, streets, avenues, drives, places and paths or ways shall be constructed and maintained by the Owner, subject to a reasonable maintenance charge that may be made by the Owner, its successors or assigns, as condition to the exercise of said privilege of use, and subject to the right hereby reserved in the Owner to assign such maintenance obligation and right to charge therefore to a non-profit corporation, or other such association nominated or designated by the Owner for that purpose, and thereby absolve the Owner from all responsibility and liability pertaining thereto.

(2) That all of said real property, all lots, tracts or parcels embraced therein as may be platted or which may be included in any such plat, shall be subject to and are hereby made 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 of the plat or plats into which said real property may be platted and which covenants and restrictions may be binding on all purchasers and owners of each lot, tract or parcel of any of such plat or plats, their personal representatives,

## COVENANTS – VILLAGE / HUCKLEBERRY / HIGHLANDS

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heirs, successors and assigns, to-wit:

(a) All purchasers or owners of real property or interest therein in such plat or plats must be acceptable to the Membership Committee of the Owner, or the Owner's nominees, specifically reserving the right to assign the rights and privileges of determining such acceptability to a non-profit corporation to be designated by the Owner.

(b) That no houses or buildings or trailers shall be constructed or situated 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 set back.

(c) Before constructing a residence or building of any kind or locating a house trailer, it shall be mandatory for the builder or purchaser and the property owner to first submit a plan of construction and location to the Owner or the non-profit corporation designated by the Owner for the approval of its Building Committee, and no work of any nature whatsoever shall be started on the residence or building or location of the house trailer before the plan is approved in writing by the Owner or such non-profit corporation so designated by the Owner. All buildings shall be completed on the exterior, including paint, within six months after the starting date. Any house trailer situated on any lot, tract or parcel of such plat or plats, before being occupied, must be provided with water outlets, septic tank, electric power line and a concrete slab in accordance with the approval of the Building Committee of the Owner or of the non-profit corporation so designated by the Owner.

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

(e) Keeping of livestock, pets and poultry shall be subject to the approval of the Owner or of the non-profit corporation designated by the Owner, which approval shall be in writing. There shall be no discharging of firearms or hunting on said real property. No trees or natural shrubbery shall be removed unless approved in writing by the Owner or said non-profit corporation designated by the Owner, it being the intention to reserve all the natural growth of any kind; and no fires of any description shall be started during the fire season without written permission of the Owner or said non-profit corporation so designated by the Owner.

(f) Such plat shall be limited to suburban residences and house trailers, except, however, a community business center or other buildings may be designated by the Owner and no business of any kind shall be permitted within such plat or plats without the written permission of the Owner.

(g) The entire area embraced by such plat or plats shall be considered and treated as private property and at no time shall be open to the public.

(h) Any lot, tract or parcel of such plat or of any annexations thereto shall revert to the Owner, its successors or assigns, in case of a breach of any of the provisions of the foregoing covenants, conditions and restrictions, and a breach thereof shall of itself operate to extinguish the title upon the declaration of such breach by the Owner, its successor or assigns.

(3) That CAPE GEORGE LAND CO., INC. agrees that such plat or plats shall be annexed to CAPE GEORGE COLONY (and the plats thereof) and that thereby the same privileges as to the use of the reserved property and rights thereof as provided for in CAPE GEORGE COLONY and the plats thereof shall be extended to each and all purchasers or

## COVENANTS – VILLAGE / HUCKLEBERRY / HIGHLANDS

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owners of any lot, tract or parcel within the limits of such plat or plats which include said real property or any portion thereof as Owner may dedicate, which privileges as to the use of the reserved property and rights are granted to those purchasers and owners of any lot, tract or parcel of the Plats of CAPE GEORGE COLONY, subject, however, to the same restrictions and limitations as are applicable to such use as provided for in the plats of CAPE GEORGE COLONY. That said annexation to CAPE GEORGE COLONY and the plats thereof shall be evidenced by a declaration of annexation upon each such plat which includes said real property or portions thereof as Owner may dedicate and such declaration of annexation shall be signed by CAPE GEORGE LAND CO., INC.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first hereinabove written.

CAPE GEORGE MOBILE VILLAGE, INC.

By: Howard G. Riddell (*signature*)  
President

Attest: V. Keith Colman (*signature*)  
Secretary-Treasurer

CAPE GEORGE LAND CO., INC.

By: Howard G. Riddell (*signature*)  
President

Attest: V. Keith Colman (*signature*)  
Treasurer

### EXHIBIT "A"

The following described real estate, situated in the County of Jefferson, State of Washington:

Government Lot 3; the West half (W1/2) of the West half (W1/2) of the Northwest quarter (NW1/4) of the Southeast quarter (SE1/4); the West half (W1/2) of the West half (W1/2) of the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4), and the South half (S1/2) of the West half (W1/2) of the West half (W1/2) of the Northwest quarter (NW1/4) of the Northeast quarter (NE1/4) all in Section 13 in Township 30 North, Range 2 West of the Willamette Meridian.

ALSO, the East 3/4ths of the Northwest quarter (NW1/4) of the Southeast quarter (SE1/4) and that portion of the Northeast quarter (NE1/4) of the Southeast quarter (SE1/4), LYING WEST of the existing County Road; all in Section 13 in Township 30 North, Range 2 West of the Willamette Meridian.

Together with all tidelands of the second class, as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon Government Lot 3, Section 13, Township 30 North, Range 2 West, W.M., with a frontage of 20.70 lineal chains, more or less.

**COVENANTS – VILLAGE / HUCKLEBERRY / HIGHLANDS**

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*Note:*

*The above covenants pertain to Divisions 1 – 7 of Cape George Village, which includes Huckleberry and the Highlands, with the additional restrictions recorded on the Plats shown in the chart below.*

<b>Plat</b>	<b>Dedication &amp; Restrictions</b>	<b>Date Recorded</b>
Village, Div 1	As above	9 Aug 1963
Village, Div 2	As above	7 Oct 1963
Village, Div 3	“Also there shall be no house trailers for residential purposes located on Lots 1 through 12 of this plot.”	27 Aug 1964
Village, Div 4	As above	26 Aug 1965
Village, Div 5	”except that no trailers or mobile homes for residential purposes will be permitted in this Plat of “Cape George Village Div. 5.”	21 Nov 1966
Village, Div 6	“except that no trailers or mobile homes for residential purposes will be permitted in this Plat of Cape George Village Division 6.”	17 Apr 1967
Village, Div 7	As above	3 Aug 1970
Ingersolls Addition <i>(located in the middle of the Highlands)</i>	Following is the full text recorded on plat: “Know all men by those present that we J. E. Ingersoll and Alice C. Ingersoll of the City of Portland and State of Oregon hereby lay off into lots blocks and avenues the certain tract of land shown on this plat, a description of which is hereunto annexed. Said plat to be known as Ingersolls Addition to Port Townsend, and we do hereby for ourselves, our heirs, executors, administrators and assigns grant and dedicate to the public for their use forever, the avenues as shown on this plat. In witness whereof we have hereunto set our hands and seals this 20 <sup>th</sup> day of April AD 1889.”	22 Apr 1889