

Amendment and Restatement of the

DUNGENESS BAY PLAT PROTECTIVE COVENANTS

This amendment and Restatement of the DUNGENESS BAY PLAT PROTECTIVE COVENANTS supercedes and replaces the DUNGENESS BAY PLAT PROTECTIVE COVENANTS dated March 24, 1995, which were recorded under Clallam County Auditor's File Number 720482 Volume 1089, pages 285-288, records of Clallam County, Washington.

In order to further the development of Dungeness Bay Plat as a healthful and sightly residential neighborhood, the undersigned owners and platters of that part of Thornton Donation Claim, Sections 26 & 35, Township 31 North, Range 4 West WM, Clallam County, Washington, that was platted as Dungeness Bay Plat (recorded in Volume 5 of Plats, page 32) do hereby declare that the following restrictions are imposed on said property:

1. **All streets and roads** herein indicated as such are forever dedicated to the public for road and street purposes, and for use for such public utilities as are not consistent with their use for roads and streets. Further that owners reserve, on these roads and streets, an easement for domestic water lines, for themselves and their successors an interest in such water lines.
2. Lot 1 and Lot 153 are dedicated to the use, for **beach and park purposes**, to all owners of tracts in this plat, and also for use of those owners in the John Thornton Donation Claim, who bought from PETERSON and PEDERSEN during the last four years, also including the future purchasers of the remaining tracts still owned by us in the said Thornton Donation Claim and any purchasers of near-by lands that we may acquire and subdivide.
3. **Building Locations:** Buildings or carports shall be located no nearer than 20 feet to lot lines and 30 feet from nearest street right-of-way, except Lots 2, 3, 4, and 5 where the back portion of the building may be 5 feet from lot boundaries.
4. **Building Restrictions:** Strictly residential Lots 4 through 152 are limited to single-family, one-story, detached dwellings and appropriate auxiliary buildings, except where ground slope permits split level, etc., structures to conform with the following height restrictions. The highest point of roof on all lots shall not extend more than fourteen (14) feet above general land level of the lot, except Lots 98, 99, 102, 103, 110, 111, 113, 114, 115, 145, 146, 148, 149, 150, 151, and 152, where roof level may extend to 20 feet. No house or dwelling shall be less than 900 square feet; this does not include garages, front porches, or back porches. All buildings shall have full concrete foundations, conventional residential type construction, and shall be externally completed, including painting or application of durable and sightly surfacing materials, within twelve (12) months from commencement of construction. Telephone and utility lines must be underground when home

construction is finished. Oil and gas tanks or purpose of heating homes shall be shielded from the public view on all sides by landscaping or fencing, not to exceed four (4) feet in height.

5. **No wells** shall be constructed for domestic water use.
6. **Landscape Provision:** At least three-fourths (3/4) of the street frontage on each lot must be landscaped with slightly shrubbery, lawn, flowers, etc., to a depth of not less than ten (10) feet. On Lots 98, 99, 102, 103, 110, 111, 113, 114, and 115, only 50% of the trees can be cut down. No fence is to be built over four (4) feet high except on Lots 143, 144, 145, 146, 147, 148, 149, 150, and 151.
7. **Trailers:** No mobile house shall be located on any lot except during a period of house construction or lot improvement (not to exceed six (6) months time). During such a period, trailers must be connected with septic tanks and comply with foundational set-back lines, as well as sanitary regulations stated in Section 11.

No garages are to be built for occupational purposes for more than one year, in which time a permanent home must be constructed to tie in with said garage, except Lot 137.
8. **Signs:** No commercial or professional signs shall be displayed with an area larger than 1.5 square feet, nor shall such sign be closer than twenty-five (25) feet to the nearest street right-of-way line.
9. **Business:** No business shall be conducted on the premises, excepting those commonly transacted in homes. Before any commercial activity commences, area used for parking must be paved.
10. **Septic Tanks:** No building shall be occupied until connected both to the water supply and a properly built septic tank with ample drain fields approved by Clallam County Health District. There shall be no septic tank or drain field on west 100 feet on Lot 153.
11. **Sanitary Regulations:** Trash, garbage, or other refuse shall be kept in acceptable sanitary containers. All incinerators or other equipment for storage or disposal of such material must be kept in sanitary condition. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.
12. **Animals:** No animals shall be maintained on any lot, except household pets which will be permitted as long as they do not constitute a nuisance to other lot owners. Chickens, excluding roosters, shall be allowed only if 60% of residents residing within 700 feet sign and agree.
13. **Nuisances:** No activity which is, or may become, an annoyance (or nuisance) shall be conducted on any lot.
14. **Term of Protective Covenants:** These covenants shall apply to the land and shall be binding on all persons claiming them from the date Dungeness Bay Plat was recorded. Amendments of these covenants may be made by 60% of the owners of property located in said plat within 700 feet of the lots to be affected by the amendment. Invalidation of any of the covenants shall in no way affect any of the others, which shall remain in full force and effect.

15. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
16. **Severability:** Invalidation of any one of these covenants by Judgement of Court Order shall in no way affect any of the other provisions, which remain in full force and effect.
17. **Reference to Restrictive Covenants:** These protective covenants shall henceforth be referred to as DUNGENESS BAY PLAT PROTECTIVE COVENANTS.

Dated: 4/17/2018

John J. Earhart President
F. Marlene Lambert Treasurer



STATE OF Washington
 COUNTY OF Clallam ss.

I certify that I know or have satisfactory evidence that John Joseph Earhart (President) and F. Marlene Lambert (Treasurer) of Dungeness Bay HOA (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 4-17-2018

Kwahlsten
 Notary name printed or typed: Karen L. Wahlsten
 Notary Public in and for the State of Washington
 Residing at Port Angeles
 My appointment expires: 4-11-21