

**RESTRICTIVE COVENANTS FOR THE PLAT OF
FIRST ADDITION TO WESTHAVEN**

Volume 8 of Plats, page 133, records of Grays Harbor County, Washington

The following covenants and restrictions shall apply to and be binding upon all lots and tracts in this Plat.

1. No building shall be located on any site less than 2 feet from the front line for all sites covered by these covenants, nor less than 2 feet from any side street line. No building shall be located less than 2 feet from any side lot line except under conditions specified by the Town of Westport Building Code.
2. No noxious or offensive trade or activity shall be carried on upon any site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, mobile home, tent or other movable home shall be located on any property for use as a residence without the specific permission of the Town of Westport.
4. Side road or entrance culverts shall be 12 inches in diameter and minimum of 30 feet long. Either corrugated galvanized steel or concrete pipe shall be used. The culvert shall be placed at the proposed curb line at a depth of 2 inches below the proposed gutter to eliminate hydraulic action at the discharge end.
5. All lots and blocks in this Plat are for commercial usage only, and dwellings shall be for seasonal occupancy, secondary to a commercial establishment.
6. All of the foregoing covenants shall be in effect until the Town of Westport adopts a Zoning Ordinance.
7. In the event of conflict between any of the foregoing covenants and any Town of Westport ordinance, the Town's ordinance shall take precedence over the covenants.
8. The right of enforcement of the foregoing covenants is hereby invested in the Town of Westport.
9. The Port of Grays Harbor retains a 25 foot wide easement adjacent to all waterfront together with access rights across all areas to said easement for purposes of construction, maintenance, ingress and egress.
10. The United States of America has right of access to breakwaters, revetments and groins together with unlimited easement for purposes of construction and maintenance involved in the protection of Point Chehalis. All property is subject to such right of access and easement.
11. The United States of America has easement and rights of access for the use and maintenance of underground and overhead communications cables and Aids to Navigation. All property is subject to such right of access and easement.
12. Lot Number 7 of Blocks 6, 7, 8 and 12, Lot Number 5 of Blocks 13 and 26 and all of Block 27 are limited to use for public parking and utilities. Use of said lots and blocks for purposes other than public parking and utilities for a period of 30 days shall cause said properties to revert to Port of Grays Harbor ownership.

13. The Port of Grays Harbor retains permanent right of easement on all streets, utility rights-of-way and parking areas in this plat for purposes of dredging operations in and around Westhaven Cove. The Town of Westport shall be notified, in writing, at least 15 days prior to installation of dredge pipe in dedicated areas.
14. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.