



PROTECTIVE COVENANTS APPLICABLE TO AND  
FOR RECORDING AS AGAINST

ALDER-DELL

A portion of Government Lot 3, Section 21, Township 18 North, Range 1 West, W.M., Thurston County, Washington described as follows:

Beginning at a point on the north-south centerline of said Section 21 said point being the southwest corner of the plat of College View Place Division No. 3 as recorded in Volume 12 of plats at page 50, records of Thurston County, Washington; thence along said centerline of Section S 1° 50' 43" W a distance of 880.40 feet to the southwest corner of said Government Lot 3, said point being S 1° 50' 43" W a distance of 13.30 feet from the northwest corner of the plat of Hicks Lake Estates as shown upon the plat thereof recorded in volume 13 of plats pages 48 and 49 records of Thurston County, Washington, and also being N 1° 50' 43" E a distance of 1328.17 feet from the quarter corner on the south line of said Section 21; thence along the south line of said Government Lot 3 S 88° 16' 17" E a distance of 348.79 feet; thence N 2° 05' 20" E a distance of 11.30 feet to the southwest corner of the Isaac Wood Donation Claim No. 39, Township 18 North, Range 1 West, W.M.; thence along the west line of said Issac Wood Claim N 2° 05' 20" E a distance of 868.39 feet to the southeast corner of said plat of College View Place Division No. 3; thence along the south line of said plat N 88° 09' 17" W a distance of 352.53 feet to the point of beginning of this description.

It is the intention of the above described piece parcel or tract of land to describe and define the boundaries of ALL of that portion of Government Lot 3 Section 21, Township 18 North, Range 1 West, W.M. lying south of the plat of College View Place Division No. 3 as recorded in volume 12 of plats page 50 and to include that portion of said Government Lot 3. that was included in the plat of Hicks Lake Estates as recorded in volume 13 of plats pages 48 and 49, records of Thurston County, Washington.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, PAUL J. ZECH and MURIEL M. ZECH, husband and wife, and GEORGE B. BRIGHAM and SHARON L. BRIGHAM, husband and wife being the owners of all the property in the above described tract, in order to provide for the aesthetic, healthful and orderly development of all the aforesaid real property, and so as to provide for a control of control of structures to be erected thereon and

improvements to be made, do hereby covenant and agree for themselves, their successors, assigns and all those holding under it, to keep all of the covenants hereinafter set forth and which are hereby made applicable to the above described real property and binding upon the owners thereof to the extent provided in such covenants, and subject to which covenants all such property shall be owned, held, used, occupied and developed.

#### RESIDENTIAL AREA COVENANTS

The following Residential Area Covenants shall apply to all the area within the above described boundaries:

1. All lots and improvements thereon shall be used for residential purposes only, except that the Control Committee hereinafter established may, upon application, approve in writing home occupations of a service nature, but shall not approve retail establishments of any kind. No tenancy shall relieve the landlord from full responsibility for compliance with these covenants and restrictions.

2. No residence shall have a living area of less than 1,000 square feet. Plans for construction of any dwelling or related structure and for alteration or remodeling of any existing or related structure must be submitted to the Control Committee. Within 10 days thereafter the Committee shall examine the plans with reference to conformity with surrounding buildings, floor area, location of the structure on a lot so as to harmonize with the neighborhood and minimize obstruction of view, general architecture and other such factors and shall return the plans to the owner either approved or disapproved. No construction shall be commenced until and unless such plans have been approved in writing by the Committee.

3. All buildings on any lot shall be so located as to leave facing any street a set back of not less than 20 feet a street, and a side-yard setback of not less than 5 feet, unless a variance be approved in writing by the Committee.

4. No temporary dwellings of any kind, whether trailer, covered basement, shack or garage shall be used on any lot as a residence, except during the period of construction of a permanent dwelling. Any such construction shall be completed to the extent of completion and painting of all exterior walls and completion of roof within one year of commencement.

5. No lot or tract after recording of a plat covering the area shall be further divided for any purpose, except that, in the event any lot is insufficient in width to accommodate a dwelling house which an owner may desire to build, an adjacent lot may be subdivided and its frontage apportioned to other lots in the subdivision, thereby rendering no lot narrower in frontage than originally plated.

6. Easements for installation and maintenance of utilities and drainage facilities where necessary are reserved across each lot, and, to the extent that such is necessary, the right is reserved to each owner to temporarily enter upon the property of a neighbor to repair or replace any such utilities.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance, public or private, in the neighborhood. No animals, livestock or poultry of any kind shall be kept, raised or bred on any lot, except that dogs, cats or other pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

8. 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. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirement, standards and recommendations of the Thurston County health authority. Approval of such system as installed shall be obtained from such authority.

9. No fence or wall shall be erected, placed or altered on any lot near to the street than 20 feet, unless approval be obtained from the Control Committee as provided in Section 2 hereof.

#### GENERAL PROVISIONS

1. The dedicators have organized a Control Committee consisting at this time of Paul J. Zech, George B. Brigham, and one other member by them to be selected. Thereafter, on the first Saturday in July of each year, a Control Committee of three members shall be elected by the owners of lots within the area. In such election each lot shall entitle its owner to one vote; contract purchasers not in default shall be deemed to be owners in such election. The Control Committee shall have the duty of administering and enforcing the covenants.

2. These covenants, and each and every part thereof, shall run with the land and shall be binding on the parties hereto and on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part. Amendments or revocation at any other time shall require the signatures of the owners of all the lots in the area.

3. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain violation and/or to recover damages.

4. Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.