



Restrictions made by Holiday Investments, Inc., in instrument dated June 10, 1971 and recorded June 14, 1971 under File No. 844608, as amended by instrument dated July 8, 1971 and recorded under File No. 846593 and by instrument dated July 20, 1971 and recorded under File No. 847223.

ALPINE HILLS Lots 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, as recorded in Thurston County, Washington, according to the plat recorded in the office of the Thurston County Auditor in Volume 17 of Plats, pages 33 and 34.

The undersigned, HOLIDAY INVESTMENTS, INC., being the owner of all of the aforesaid ALPINE HILLS lots 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, in order to provide for the aesthetic, healthful and uniform development of all the aforesaid real property and so as to further provide for control of structures to be erected, improvements to be made and operations to be conducted upon said real property, on this 20th day of July, 1971, DOES HEREBY COVENANT AND AGREE, and for its successors and assigns 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 of such property shall be owned, held, used, occupied and developed.

ARTICLE I. COVENANTS RESPECTING USE

A. Land Use and Building Type. All of the lots in ALPINE HILLS numbered 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on any lot. This restriction shall not preclude the construction of such accessory building as may be desirable for the raising and keeping of domestic animals, excepting swine and goats which are prohibited.

B. Architectural Control. No building or other permanent structure shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and grade elevation. In any case where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the proper and orderly development of such lot shall be effected within the purview of these covenants so far as possible and the architectural control committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plan of development. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line unless similarly approved.

C. Building Location. No building or structure shall be built closer than ten (10) feet to any side property line and twenty-five (25) feet of road right-of-way.

D. Easements. An easement is hereby reserved for and granted to Puget Sound Power and Light Company, South Sound Utility Company, and Pacific Northwest Bell Telephone Company and their respective successors and assigns under and upon the exterior five (5) feet of front and rear boundary lines and upon the exterior two and one-half (2-1/2) feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground pipes, conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with water, electric and telephone service, together with the right to enter upon the lot at all times for the purposes stated. An easement is hereby further reserved for and granted to the County of Thurston for all drainage shown on the plat other than those located within the public ways shown on said plat for the purpose of installing, laying, constructing, renewing, operation and maintaining drainage for said subdivision and other property adjacent thereto.

E. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground services exclusively.

F. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

G. Temporary Structure. No structure of a temporary character, basement, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

H. Completion of Structures. All buildings commenced on any lot shall be completed as to exterior appearance, including painting, not later than twelve (12) months after construction is commenced.

I. Mobile Homes or Travel Trailers. No mobile homes or travel trailers shall be used as residences on any such lot, except as may be approved by the Architectural Control Committee.

J. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

K. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Health Authorities.

L. Hunting or Firearms Use. The discharge of firearms for hunting purposes or for target practice within the area of the plat of ALPINE HILLS shall be prohibited.

M. Recreational Facilities. Lots 16, 75, 76, 139 and 145 of the plat of ALPINE HILLS are lots whereon it is contemplated that recreational facilities will be established. Such lots will be used for recreational purposes. These covenants will also apply to all such lots to the extent they may be applicable.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE.

A. Membership. The Architectural Control Committee shall be composed originally of VIRGIL L. ADAMS, J. D. DUTTON and HAROLD A. PEBBLES. A majority of the committee may designate a representative to act for him. In the event of the death or resignation of any members of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the sale of 80% of the lots in ALPINE HILLS, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to take away from the committee or restore to it any of its powers and duties as herein defined.

B. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its powers in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations which shall apply uniformly to said subdivision if it shall determine that such regulations are necessary with respect to the enforcement of these covenants. In the event the committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within thirty (30) days after the submission thereof, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and compliance with the related covenants shall be deemed to exist.

ARTICLE III. MODIFICATION OF COVENANTS.

A. These covenants may be modified by an instrument in writing signed by the owners of more than 60% of the lots included in ALPINE HILLS.

ARTICLE IV. TERM, ENFORCEMENT AND CONSTRUCTION.

A. Term. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date these covenants are recorded, and after said time, said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by 60% of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate either to restrain violation or to recover damages for such violation.

C. Severability. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE V. AMENDATORY PROVISIONS.

A. These Second Amended Covenants shall be considered as amending the Protective Covenants relative to ALPINE HILLS heretofore filed in the office of the Thurston County Auditor under said Auditor's receiving No. 844608 and 846593.

IN WITNESS WHEREOF, the parties hereunto fix their hands this 20th day of July, 1971.

HOLIDAY INVESTMENTS, INC.

By /s/ Virgil L. Adams
President

/s/ Harold A. Pebbles
Secretary

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 20th day of July, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virgil Adams and Harold A. Pebbles, to me known to be the President and Secretary, respectively, of Holiday Investments, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

(SEAL)

/s/
NOTARY PUBLIC in and for the State of Washington, residing at Lacey.

Alpine Hills Community Club
P. O. Box 7188
Olympia, Washington 98507

THIRD AMENDED PROTECTIVE COVENANTS OF ALPINE HILLS

ALPINE HILLS lots 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, as recorded in Thurston County, Washington, according to the plat recorded in the office of the Thurston County Auditor in Volume 17 of Plats, pages 33 and 34.

The Property Owners of ALPINE HILLS lots 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, in order to provide for the aesthetic, beautiful development of such real property consistent with the forested environment and so as to further provide for control of structures, and improvements, DO HEREBY COVENANT AND AGREE, and for their successors and assigns, to keep all of the covenants hereinafter set forth and which are hereby made binding upon such properties and the Owners thereof.

WITNESSETH

WHEREAS, the Property Owners are the owners of certain property in the county of Thurston, State of Washington, which are particularly described above as ALPINE HILLS.

WHEREAS, the Property Owners desire to provide for a high quality lifestyle based on a harmonious use of the forested environment, as well as the construction and maintenance of structures that represent high architectural standards.

NOW THEREFORE, Property Owners hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

AFN# 844603, 846593,
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ARTICLE I. DEFINITIONS

- A. ASSOCIATION shall mean and refer to the Alpine Hills Community Club, a Washington non-profit corporation consisting of all Property Owners in ALPINE HILLS, as a group, its successors, and assigns.
- B. PROPERTY OWNER shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers or a duly appointed court personal representative of a deceased member but excluding those having such interests merely as security for performance of an obligation.
- C. BOARD shall mean the ALPINE HILLS Community Club Board of Directors, as stated in the Alpine Hills Community Club Articles of Incorporation and Bylaws, Bylaws, Article IV, Directors and Officers.
- D. ARCHITECTURAL STANDARDS COMMITTEE shall mean an appointed committee as described in Article III of this document.
- E. COMMON AREAS. Trails (Lots 75, 76, 139, 145) and playground (Lot 16) of the plat of Alpine Hills are lots where recreational facilities and environmental preservation have been established.
- F. PROPERTIES shall mean and refer to all lots recorded in the plat of Alpine Hills, with exception of the common areas.

ARTICLE II. COVENANTS RESPECTING USE

A. LAND USE AND BUILDING TYPE. All of the lots in ALPINE HILLS number 1 through 15, 17 through 24, 26 through 74, 77 through 138, and 140 through 144, shall be used for residential purposes only. No more than one single-family dwelling shall be constructed on any lot. This restriction shall not preclude the construction of such accessory buildings as may be desired.

Raising and keeping of swine and goats are prohibited. All domestic animals must be under the owner's control at all times. As control of domestic animals is under the jurisdiction of the county, difficulties should be addressed to Thurston County Animal Control.

B. ARCHITECTURAL STANDARDS. No new construction, external remodels, add-ons or replacement of existing buildings shall be erected or altered on any lot until the construction plans, the building specifications and location of the building(s) and/or structure has been reviewed and approved by the Architectural Standards Committee as provided for in Article III. The Architectural Standards committee shall evaluate and approve plans as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and grade elevation.

Where the restrictions and covenants as set forth cannot be complied with, the Architectural Standards Committee is empowered to allow variations that permit the reasonable utilization of such lots consistent with the general standards of the area. The structure should not deviate from the approved plans.

C. BUILDING AND STRUCTURE LOCATION. No building or structure shall be built closer than ten (10) feet to any side property line and twenty-five (25) feet of road right-of-way.

D. EASEMENTS. An easement is reserved for and granted to water, power, gas, telephone and cable utility companies under and upon the exterior five (5) feet of front and rear boundary lines and upon the exterior two and one-half (2 1/2) feet of the side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground pipes, conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with water, power, gas, telephone and cable utilities together with the right to enter upon the lot at all times for the purposes stated. An easement is further reserved for and granted to the County of Thurston for all drainage shown on the plat for the purpose of installing, laying, constructing, renewing, operating and maintaining drainage for said subdivision and other property adjacent thereto.



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E. UTILITY SERVICES. All permanent utility services and connections within the subdivision shall be provided by underground services exclusively.

F. NOXIOUS OR OFFENSIVE ACTIVITY. Activities that distract from the aesthetic and healthful character of the neighborhood or that are a nuisance are prohibited.

G. TEMPORARY STRUCTURES. No basement, shack, garage, barn, other out buildings or structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

H. COMPLETION OF STRUCTURES. All buildings commenced on any lot shall be completed as to exterior appearance, including painting, not later than twelve (12) months after construction commenced.

I. USE OF MOBILE HOMES, CAMPERS, BOATS, MOTOR HOMES AND TRAVEL TRAILERS. No mobile homes, personal recreational vehicles such as campers, boats, motor homes or travel trailers shall be used as permanent residences on any lot. Temporary residential usage may be approved by the Architectural Standards committee.

J. STORAGE OF BOATS, CAMPERS, MOTOR HOMES, AND TRAVEL TRAILERS. Personal recreational vehicles such as boats, campers, motor homes, and travel trailers may be stored on the lot in conjunction with a permanent house; however, visual impact on adjacent properties and streets shall be minimized.

K. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

L. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with requirements, standards and recommendations of the Thurston County Health Department.

M. HUNTING OR FIREARMS USE. The discharge of firearms for hunting purposes or for target practice within the area of the plot of Alpine Hills shall not be permitted.

N. COMMON AREAS. Such lots are used for recreational purposes, as well as the preservation of important environmental functions. The use of motorcycles, motorized vehicles or ATV vehicles, except authorized vehicles in support of maintenance activity, in the common areas is prohibited. No unauthorized changes or alterations to trails, vegetation or streams will be permitted that would impact their environmental functions. Under no condition will it be permissible to use or modify common areas for the benefit of private use or interest.

O. RESOLUTION OF DISPUTES BETWEEN PROPERTY OWNERS. Individual property owners, who have disputes related to the covenants, shall mutually attempt to negotiate an equitable resolution of the conflict/dispute. If an agreement cannot be reached between the individual property owners, these same property owners can approach the Board. The Board will select an arbitration committee consisting of three (3) property owners of Alpine Hills. This Arbitration committee will meet with the property owners in the dispute, and attempt to mediate the dispute. The committee will reach an arbitration decision regarding the dispute. If the property owners find the decision unacceptable, they may seek legal recourse through the civil court system at their own expense.

ARTICLE III ARCHITECTURAL STANDARDS COMMITTEE

A. ARCHITECTURAL STANDARDS COMMITTEE shall be appointed by the Board and shall be composed of three (3) members who are property owners. Each member's term will be three years, or until terminated by death, resignation, by majority vote of the Board or because the member is no longer a property owner in Alpine Hills. In the event of a vacancy, the remaining members will designate a replacement, which must be approved by a majority vote of the Board.

B. DUTIES. The Architectural Standards Committee shall have the primary responsibility of creating, interpreting approving, and enforcing the standards for new construction, external remodels, add-ons, replacement structures and changes in external and structural appearances as described in Article II, section B. The committee will meet as needed to review any requests by a property owner in Alpine Hills and be available at the annual meeting. The committee also shall be empowered to approve temporary residential usage as described in Article II, section I. The committee shall at all times exercise its discretionary powers in a reasonable manner.

C. PROCEDURES. The Architectural Standards committee will provide, upon request, an "Architectural Standards Form" to be completed and returned before any construction shall begin. The committee shall approve or disapprove any plans or specifications submitted to it within 30 days. The committee's approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove the design and location within thirty (30) days, approval will not be required.

D. COMPENSATION. No member of the Architectural Standards committee shall be entitled to any compensation for services.

E. APPEAL. An appeal of a decision made by the Architectural Standards committee must be submitted in writing to the ALPINE HILLS Board within thirty (30) days of the date of the Architectural Standards Committee finding to the address below:

Alpine Hills Community Club Board of Directors
P. O. Box 7188
Olympia, WA 98507

The Board will select an Arbitration Committee consisting of three (3) property owners of Alpine Hills. This Arbitration Committee will meet with the Architectural Standards committee and the property owner in dispute, and attempt to mediate and resolve the dispute. The committee will reach a decision regarding the dispute. In the event the property owner will not agree to participate in mediation or if the mediation is unsuccessful, the Board of Directors is empowered to take further action, subject to the approval of two-thirds of the property owners present at a meeting called for that purpose.

ARTICLE IV. MODIFICATION AND ENFORCEMENT OF COVENANTS

A. TERM. These covenants shall run with the land and shall be binding on all property owners for a period of ten (10) years from the date these covenants are recorded. After that time, these covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless ballots signed by 60% of the Property Owners have been recorded by the Alpine Hills Community Club Board of Directors agreeing to change these covenants in whole or in part.

B. ENFORCEMENT. The Association or its duly appointed representative may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. Such civil action shall be approved by two-thirds of the Property Owners present at a meeting called for that purpose. The Association shall be entitled to recover from the violator any reasonable attorney's fees, court costs and other costs reasonably incurred, which costs shall constitute a lien upon the violator's land in the development or interest therein.



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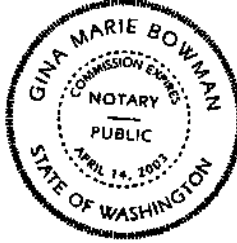
ARTICLE V. AMENDATORY PROVISIONS

A. The original, the first and the second Amended Protective Covenants relative to ALPINE HILLS are filed in the office of the Thurston County Auditor under said Auditor's Recording No. 844608, dated June 14, 1971; No. 846593, dated July 9, 1971 and No. 847223, dated July 20, 1971, respectively.

B. These Third Amended Covenants shall be considered as amending the Protective Covenants relative to ALPINE HILLS heretofore filed in the office of the Thurston County Auditor under said Auditor's Recording No. _____, dated _____.

IN WITNESS WHEREOF and representing the Board, the parties herunto fix their hands this _____ day of _____ to certify that 60% of the Property Owners of Alpine Hills have approved by signed ballots these Third Amended Protective Covenants as required by the Second Amended Protective Covenants of Alpine Hills.

Jerome C. McNulty
Board President
Joanne B. Kennedy
Board Secretary



STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

On this 20th day of July, before me the undersigned, a NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personally appeared

Jerome C McNulty and Joanne Bergt Kennedy to me known to be president and secretary, respectively, of ALPINE HILLS COMMUNITY CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year above written.

Gina M Bowman
NOTARY PUBLIC in and for the State of Washington residing at Lacey, Washington
my commission expires: April 14, 2003