

PROTECTIVE COVENANTS APPLICABLE TO AND FOR RECORDING AS AGAINST

Autumnwood, Lots 1 through 37, and Community areas as recorded in Thurston County, Washington, according to the plat recorded in the office of Thurston County Auditor in Volume ___ of Plats, page ___.

The undersigned, MICHAEL J. McGIMPSEY and JUDITH A. McGIMPSEY; and JOHN McGIMPSEY and OPAL McGIMPSEY, being the owners of all the aforesaid Autumnwood, Lots 1 through 37, and Community Area, or 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 ___ day of ___, 19___, 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 applicable to the above-described real property and binding upon the owners thereof to the extent provided in such property shall be owned, held, used, occupied and developed.

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ARTICLE I. COVENANTS RESPECTING USE

A. Land Use and Building Type. All of the lots in Autumnwood numbered 1 through 37 shall be used for residential purposes only.

B. Building Location. Setback requirements for construction shall comply with city regulations.

C. Easements. An easement is hereby reserved for and granted to Puget Sound Power & Light Company, Pacific Northwest Bell Telephone Company and Washington Natural Gas Company and their respective successors and assigns under 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 pipes, conduits, cables and wire with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with water, electric, telephone and gas service together with the right to enter upon the lot at all times for the purposes stated.

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

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E. Noxious and Offensive Activity. No noxious or undesirable thing or noxious undesirable use of the property in said addition, whatsoever, shall be permitted or maintained upon said building sites in said addition.

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

G. Mobile Homes. No mobile homes will be permitted in the subdivision.

H. Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction, and then such material shall be placed within the property lines of the building site upon which structures are to be erected and shall not be placed in the street.

I. Livestock. No animals, livestock or poultry shall be raised, bred or kept on any such lots. Dogs, cats and other household pets may be kept thereon if they are not kept, bred or maintained for any commercial purposes.

J. Hunting and Firearms Use. The discharge of firearms for hunting purposes or for target practice within the area of the plat of Autumnwood shall be prohibited.

ARTICLE II. MODIFICATION OF COVENANTS

(These covenants may be modified by an instrument in writing signed by the owners of more than 50% of the lots included in Autumnwood duly recorded.)

ARTICLE III. 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 50% of the then owners of the lots had been recorded agreeing to change said covenants in whole or in part.

B. Enforcement. Enforcement shall be by proceeding 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.

