



42

16

FIRST AMERICAN
TITLE 48794E

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, John E. Hinnant Meek, husband and wife, are the owners of all title to the following described real property situated in _____ County, state of Washington (hereinafter referred to as "Property" or "Survey"):

BALD HILLS ACREAGE LOTS, A SURVEY, AS RECORDED IN BOOK 34 OF SURVEYS, PAGE 31 UNDER AUDITOR'S FILE NO. 9404220175, IN THURSTON COUNTY, WASHINGTON

WHEREAS, said owners desire to place protective covenants, conditions and restrictions on said property for the protection and mutual benefit of all owners, present and future.

NOW, THEREFORE, John E. Meek and MARLENE C. Meek ("Declarants") do hereby declare that all of the lots within the survey are subject to the following protective covenants, conditions and restrictions (herein "Covenants"), and that the Covenants shall run with the land and be binding upon all subsequent grantees, their heirs, successors, assigns, and transferees.

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. Property Use. Property owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from other owners' enjoyment of their own respective properties. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance. All lots within the survey shall be used solely for single-family residential and agricultural uses. Mobile homes and multiple family units such as a duplex, triplex, etc. are not permitted. Modular and manufactured homes on permanent foundations are permitted subject to Architectural Control Committee review and approval as provided herein.

1.1 Building and Improvements. No improvements of any nature shall be placed or constructed upon any lots within the subject premises without the prior written approval of the committee. No remodeling, reconstruction, alteration, additions to or deletions from any existing improvements upon any lots

DECLARATION OF PROTECTIVE COVENANTS - 1

THURSTON COUNTY
OLYMPIA, WA
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REQUEST OF: /TFAT
Sam S. Reed, AUDITOR
BY: ILEANA, DEPUTY
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Vol: 2270 Page: 747
File No: 9405060094

within the subject premises shall be accomplished or commenced without the prior written approval of the committee. Any person desiring to construct or alter any improvements upon the subject premises shall submit two sets of the plans and/or specifications therefor to the committee for its approval, and the approval of the committee, if granted, shall be endorsed thereon and one set of plans delivered back to the petitioner. Nor deviations or changes from such plans and/or specifications shall be permitted without the prior written consent of the committee. The committee shall not be responsible for any structural or other defects in such plans and specifications, as the function of the committee is merely to approve or deny approval thereof as the same may impact the aesthetics and harmony of the overall development of the premises as a whole, and not to pass on the structural or other integrity of such plans and/or specifications.

In the event any person has petitioned the committee for approval of plans and/or specifications and the committee has not acted within 21 days of such request, said plans and/or specifications shall be deemed approved without further action by the committee, and such approval shall be binding.

1.2 Temporary Structure. No structure of a temporary character, mobile home, trailer, partially completed residence, tent, garage, shack, or other outbuilding shall be used on any lot or at any time as a residence, either temporarily or permanently unless it exists only during the time of construction per paragraph 1.3. or for not more than fourteen consecutive days during a forty five day period.

1.3 Time of Construction. Except with the written consent of the ACC described in paragraph 3 below, single-family residences shall be substantially completed within nine (9) months from the time construction of the residences is commenced.

1.4 Storage and Parking of Vehicles. Recreational vehicles, utility trailers and commercial vehicles shall not be parked or stored on the lots in such manner as may create a nuisance, restrict views, or otherwise be an aesthetic detriment to the neighborhood. Without limiting the generality of the foregoing, recreational vehicles, utility trailers, and/or commercial vehicles may not be permanently or regularly parked on any of the lots within the subject survey without being reasonably site-screened from the view of adjoining lot owners and from the street. The adequacy of the site-screening required by this paragraph shall be determined by the ACC. No vehicles or

trailers shall be stored on any street within the survey. A vehicle shall be deemed parked or stored on the street if not removed from the street during each 48 hour period. The ACC may remove, or cause to be removed at the expense of the owner, any vehicle in violation of this provision.

1.5 Landscaping and General Property Maintenance. All Property owners shall maintain their lots, structures and improvements in a condition consistent with the high standards of the area, regardless of whether a residence has been constructed upon the lot. All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, and lawns shall be maintained so that the lot is not detrimental to the neighborhood.

1.6 Construction. During any construction on any lots within the survey, the responsible owners shall take reasonable measures to protect adjoining properties against dust or other nuisances. During construction, the construction site shall be operated and maintained in a reasonably tidy condition.

1.7 Pets and Livestock. Pets shall be restricted to the lot upon which the residence of the owner is located and shall not be allowed to run at large. No one shall keep any animals of breeds which are considered to have dangerous propensities. Livestock shall be restricted to horses, cattle, llamas, sheep and such other similar livestock as approved by the ACC. Pigs and poultry are specifically prohibited. All animals shall be kept fenced inside the owner's property and controlled to avoid creating a nuisance to adjoining lot owners. Multiple animal kennels are prohibited.

1.8 Utility Lines, Radio and Television Antennas. All electrical services, telephons lines and other utilities serving the property shall be placed underground, except where conditions of the terrain do not meet requirements for underground service as established by the servicing utility. No exposed or exterior radio or television transmission or receiving antennas or satellite dishes shall be erected, placed or maintained on any lot or structure without approval by the ACC. Any antenna or dish located on a lot within the survey shall, to the extent possible, be located and erected so as to minimize its visibility from adjoining lots or parcels.

In order to retain the aesthetics of the property by placing all utilities underground, it may be necessary or convenient for lot owners to allow adjoining lot owners access to

DECLARATION OF PROGRESSIVE COVENANTS - 3

Vol: 2278 Page: 749
File No: 9405060094

utilities under or across their property. In order to accomplish the purposes of this paragraph, owners and occupiers of lots within the survey shall cooperate with adjoining lot owners, to the extent possible, in granting temporary or permanent easements for access to water, sanitary sewer, storm sewer or drainage, gas, electricity or other utilities.

1.9 Damage to Structures. If any structure is destroyed, either wholly or in part, by fire or other casualty, such structure being rebuilt or remodeled shall be started within thirty (30) days and completed within one (1) year of the date of fire or other casualty. If the structure is totally destroyed and the owner determines not to immediately rebuild or to reconstruct, the owner shall clear the lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

1.10 Signs. All signs and advertising devices for display to public view are prohibited except for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by building contractors to advertise the property during the construction and sale, or permanent signs displaying a lot owner's family or estate name. Such signs of sale, rent, or building construction shall be removed within thirty (30) days of such sale, rent, or construction. During the course of Declarants' sales program, any and all signs and other advertising devices or structures deemed necessary or desirable by Declarants to facilitate sales of lots and homes within the survey, may be placed upon the property; provided, however, that Declarants may not locate such signs on lots which are not owned by Declarants.

1.11 Garbage, Trash, and Debris. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers and regularly disposed of according to county, state and federal statutory requirements. No trash, refuse pile, vehicles, or other unsightly growth or objects shall be allowed to group, accumulate, or remain on any lot so as to be a detriment to the neighborhood or become a fire hazard.

1.12 Tanks. All storage tanks, including home heating fuel and vehicular fuel, shall be buried, if possible, and according to county, state and federal statutory and regulatory requirements. Those fuel tanks that cannot be buried shall be fenced and shielded from adjacent properties.

DECLARATION OF PROGRESSIVE COVENANTS - 4

Vol: 2270 Page: 750
File No: 9405060094

2. Building Specifications and Restrictions. Without limiting the generality of any of the foregoing provisions contained in this instrument, all single-family residences constructed within the survey must comply with the following requirements:

2.1 Size - Minimum Square Feet. Square footage minimums for residential homes to be built shall be as follows:

(a) All single story and tri-level houses to have a minimum of 1,200 square feet of floor area, exclusive of porches and garage.

(b) All two-story houses above dirt grade at house location shall be a minimum of 1,500 square feet of floor area, exclusive of porches and garage.

(c) All single story houses with basement shall have a minimum of 1,000 square feet on the main floor, exclusive of porches and garage. Excluding porches and garage, the total area of the main level and basement level combined may not be less than 1,500 square feet.

(d) All split level houses shall have a minimum of 1,000 square feet on the main floor, exclusive of porches and garage. Excluding porches and garage, the total area of the main level and basement level combined may not be less than 1,500 square feet.

2.2 Height of Structures. No structure shall be more than two (2) stories in height exclusive of basement.

2.3 Location of Structures. A proposed structure shall not be located on a lot in a manner which will unnecessarily obstruct the north, and east scenic view of any residences located on any other lot. The location of structures shall be approved by the ACC. The ACC will not vote so as to frustrate any lot as to its reasonable use, but shall require that reasonable care and courtesy shall be extended to other lots.

2.4 Fences, Trees and Shrubs. Fences on lots shall not exceed six (6) feet in height. Trees and shrubs in excess of 20' feet in height shall not be permitted to unreasonably obstruct any other owner's critical scenic view. Whether or not an unreasonable view obstruction exists shall be determined by the ACC.

DECLARATION OF PROTECTIVE COVENANTS - 3

Vol: 2278 Page: 751
File No: 9405060094

2.5 Exterior Construction. Where feasible, exterior materials shall be indigenous to the area, native basalt rock, woods, wood stains and wood roofs are encouraged, and in all events only earthtone colors for roofs and other exterior surfaces will be approved. All improvements are to take into account harmony and design with the other areas and existing structures within the subject premises, as well as being of quality design and construction. All secondary buildings (garages, sheds, etc.) shall harmonize in design, exterior finish and materials with the primary improvements.

2.6 Modular and Manufactured Homes. All modular and manufactured homes shall be placed on a permanent foundation and be pit set. They must be no more than one (1) year old from the date of installation. They must be at least twenty four feet wide with a pitched roof structure. They must contain a minimum of 1200 square feet of gross living area.

2.7 Landscaping. All landscaping of yards immediately adjoining or surrounding a residential structure shall be completed and in place within three (3) months of completion of building construction. The ACC may grant an additional three (3) month extension for good cause shown.

3. Architectural Control Committee. For the purpose of further insuring that the Property maintains its status as an area of high quality, single-family residences, a three-person Architectural Control Committee ("ACC") shall be established and shall reserve the authority to review and approve the characteristics, aesthetics, and construction of all residences, buildings, structures, and other improvements and alterations constructed on each lot within the survey. This Declaration shall be for the benefit of all lot owners, and shall be applied and construed in a manner to maintain the quality and controls set forth herein.

3.1 Appointment of Committee. There shall be an Architectural Control Committee comprised of three (3) persons. The initial ACC shall consist of:

All privileges, powers, rights and authority contained in this instrument shall be exercised and vested in the ACC. The ACC

DECLARATION OF PROSPECTIVE COVENANTS - 6

Vol: 2270 Page: 752
File No: 3405060094

shall serve for a period of ten (10) years. Any vacancies on the ACC shall be filled by appointment by the remaining members of the ACC. After the first 10-year term, the new ACC members shall be selected by majority vote of the owners of property subject to these covenants, with each lot entitled to one (1) vote.

4. Easements. Easements for utilities are reserved as shown on the face of said property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or utilization of utilities (including drainage channels). The easement area of each lot and all improvements shall be maintained by the lot owner. Nothing shall be done on any lot that interferes with the natural drainage of surface waters to the injury of other properties.

5. Mortgages. This Declaration shall be binding upon and effective against any mortgagee or trustee or owner whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

6. Enforcement of Covenants. These Covenants shall inure to the benefit of and be enforceable by (a) the Declarants, their successors or assigns; (b) the grantees in deeds conveying land within the survey, their respective heirs, personal representatives and assigns; (c) any subsequent lot owner; and (d) the ACC or its duly authorized representative.

6.1 Notice of Breach. Declarant or any lot owner shall advise the ACC of any violation or breach of the protective Covenants. The ACC shall review such purported violation and/or breach and give written notice of such violation and/or breach to the offending lot owner, together with a specific description of what needs to be repaired, maintained, or corrected. The offending lot owner shall have a period of thirty (30) days in which to cure or correct the violation and/or breach of the Covenants.

6.2 Enforcement. In the event that the violation or breach is not cured within said thirty (30) day period, any of the above-referenced parties shall have the right to proceed at law or in equity to compel compliance with any condition, covenant, reservation or restriction contained in this instrument, or to prevent the violation or breach of any of them, or to recover damages for such violation or breach. Any lot owner in violation of this instrument shall be required to pay all costs and attorneys' fees incurred by any party seeking to

enforce the provisions of this agreement. If an owner fails to perform necessary repairs or maintenance (after notice as provided for herein) the ACC or its authorized agents, in order to preserve the quality and value of the property, may enter at all reasonable times and provide maintenance and repair upon any lot, including landscape maintenance, paint, roof repair or replacement, exterior surfaces, and completion of buildings or landscaping, and such entry shall not be deemed a trespass. The ACC members, and any agents performing under direction of the ACC, shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration, and enforcement of this Declaration.

6.3 Lien for Breach. Any and all costs incurred in the enforcement and/or cure of a violation or breach (including attorneys' fees and other costs of litigation) shall be a continuing lien upon such lot in violation or breach of the covenants, conditions and restrictions contained herein. The lien shall bear interest at the rate of twelve percent (12%) per annum. No mortgage, deed of trust foreclosure, or real estate contract forfeiture shall relieve any lot from liability associated with such lien. The lien as provided for herein shall be foreclosed in accordance with Washington state law for similar liens, or if there is no law governing such liens, the foreclosure shall be conducted as a mortgage foreclosure. The lien shall not be subjected to any claim of homestead, and the purchaser at any foreclosure sale shall be entitled to immediate possession thereof. All parties to this Declaration, their heirs, successors and assigns, hereby agree and consent to this encumbrance.

6.4 Nonwaiver of Breach. The failure of the Declarants or any other person or organization to promptly enforce any covenant, condition, reservation or restriction contained in this instrument shall not constitute a waiver of any such condition, covenant, reservation or restriction, or the right to enforce them in the future. Under no circumstances shall any action be brought or maintained by any person whatsoever against Declarants or other lot owners for or on account of their failure to enforce any breach of the Covenants, or for imposing restrictions in this instrument which may be later found unenforceable.

7. Attorney's Fees. It is specifically understood that a violation of the Covenants will result not only in damage to the Property, but shall also require the employment of an attorney to prosecute any such violation. For this reason, if an owner of

DECLARATION OF PROTECTIVE COVENANTS - 8

Vol: 2270 Page: 754
File No: 9405060094

any lot or portion thereof within the survey should violate any of the terms of this instrument, as determined by the ACC or a court of competent jurisdiction, the violating party will pay the reasonable attorney's fees of the party or parties enforcing the terms of this instrument, and the enforcing party or parties shall have a lien upon the violator's property to secure payment of all such amounts.

8. Amendment or Revocation. This Declaration can be amended or revoked by an instrument signed by owners of not less than seventy-five percent (75%) of the lots. All such amandatory instruments must be recorded with the _____ County Auditor's Office.

9. Severability. In the event any one or more of the covenants, conditions, reservations and restrictions contained in this instrument is declared, for any reason, by a court of competent jurisdiction to be unenforceable or void, all covenants, conditions, reservations and restrictions which remain and are not expressly held to be void or unenforceable shall continue to remain in full force and effect.

10. Noticing. Any notice required under this Declaration shall be deemed effective when personally delivered, with a notarized acknowledgment from the recipient; or when mailed by certified mail, return receipt requested, to the owner of public record at the time of such mailing to such owner's address as it appears on the _____ County tax records.

DATED this 30 day of April, 1994.

DECLARANTS:

John F. Smith
(NAME)
Margaret H. Smith
(NAME)

DECLARATION OF PROTECTIVE COVENANTS - 9

Vol: 2270 Page: 755
File No: 9405060094

STATE OF WASHINGTON)
County of Thurston) ss.

I certify that I know or have satisfactory evidence that John E. Muelke is the person who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30 day of April, 1944.



Janice Voss
NOTARY PUBLIC in and for the State
of Washington, residing at
Olympia. My
appointment expires 5/11/47.

STATE OF WASHINGTON)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 19____.

NOTARY PUBLIC in and for the State
of Washington, residing at
_____. My
appointment expires _____.

DECLARATION OF PROTECTIVE COVENANTS - 10

Vol: 2270 Page: 756
File No: 9405060094

TOTAL P.19