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BEAVER CREEK RANCHETTES

PROTECTIVE COVENANTS

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DESCRIPTION

That portion of the following described tract of real property situated in Thurston County, Washington: The northeast quarter, the northeast quarter of the northwest quarter and the south half of said northwest quarter of Section 9, and the north half of the northwest quarter of Section 10, Township 16 North, Range 2 West, W.M.; EXCEPTING therefrom the west 756 feet of said northeast quarter of northwest quarter of Section 9 and excepting also the west 15 feet of said portion of Section 9 for county road known as Englund Road, such portion more particularly described as "Beaver Creek Ranchettes (Division No. 1)", as recorded in Volume 16 of Plats, at page 1219 records of Thurston County Auditor's office at Olympia, Washington, as more specifically delineated on that certain plat map of such area attached hereto, marked Exhibit "A", now referred to and by such reference made a part of these protective covenants and all thereof being known and designated as "Beaver Creek Ranchettes (Division No. 1)".

*Agreement of Parties
Filed 6-17-63*

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, JAMES D. DUTTON, ANN DUTTON and IVAN GUNSTONE, dealing in his sole and separate property, owners in fee simple of the lands hereinabove described, in order to provide for the aesthetic, healthful and uniform development of all of the afore-said real property, and so as to provide for a control of structures to be erected thereon, and the improvements to be made, do hereby covenant and agree with each other, and for our respective heirs, administrators, executors 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.

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RESIDENTIAL AREA COVENANTS

Residential area covenants shall apply to all lots within the boundaries of the aforesaid plat map of Beaver Creek Ranchettes (Division No. 1), excepting Lot 14 as shown and designated on said plat map.

1. All lots and improvements thereon shall be used for residential purposes only. Such purposes may include small farms operated as suburban homes, but shall not include any uses of the land for the conducting of commercial enterprises, farming or otherwise.

2. All dwellings of any kind, whether trailer, basement, shack, garage, house or other out buildings used for habitation, whether temporary or permanent, shall be hooked up to a permanent septic tank approved by the Thurston-Mason County Health District. This provision shall not prohibit the parking of camping trailers and campers on lots as long as they are not used for residence purposes.

3. No building either temporary or permanent shall be erected or maintained on any lot nearer than 25 feet from any public roadway, drive or street, or nearer than 10 feet from any side or back boundary line of such lot.

4. No sign of any kind shall be displayed for public view on any lot except signs used to advertise that particular lot for rent or sale.

5. No lot or tract shall be further divided or subdivided for any purpose, nor shall more than one family reside in a single living unit, except that casual guests shall not be deemed residents.

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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 the dedicators and to each owner to temporarily enter upon the property of a neighbor to install, repair or replace any such utilities.

7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. All owners are required to maintain their lots free of noxious weeds and in harmony with the general area. 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 requirements, standards and recommendations of the Thurston-Mason County Health District. Approval of such system as installed shall be obtained from such authority prior to occupancy of any residence.

9. These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them and owning or having any interest in any of the above-described lands for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change or revoke said covenants in whole or in part. Amendments to or revocation of these covenants at any other time shall require the signatures of all of the owners of lots within the plat.

10. 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, either to restrain such violation or to recover damages therefor.

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

IN WITNESS WHEREOF, the parties have herunto fixed their hands this 4 day of February, 1969.

Ivan Gunstone

Ann M. Dutton

J. D. Dutton

STATE OF WASHINGTON)
County of Thurston) ss

On this day personally appeared before me JAMES D. DUTTON, ANN DUTTON and IVAN GUNSTONE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of February, 1969.

James D. Dutton
NOTARY PUBLIC in and for the State
of Washington, residing at Olympia.

PERKINS, SWANSON & CHRISTENSEN
Attorneys at Law
220-222 County Building
Olympia, Washington 98501



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THURSTON COUNTY
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J. D. Dutton

BEAVER CREEK RANCHETTES (DIVISION NO. 1)
PROTECTIVE COVENANTS (AMENDED)

DESCRIPTION

That portion of the following described tract of real property situated in Thurston County, Washington: The northeast quarter, the northeast quarter of the northwest quarter and the south half of said northwest quarter of Section 9, and the north half of the northwest quarter of Section 10, Township 16 North, Range 2 West, W.M.; EXCEPTING therefrom the west 756 feet of said northeast quarter of northwest quarter of Section 9 and excepting also the west 15 feet of said portion of Section 9 for county road known as Englund Road, such portion more particularly described as "Beaver Creek Ranchettes (Division No. 1)", as recorded in Volume 16 of Plats, at page 1148 records of Thurston County Auditor's office at Olympia, Washington, as more specifically delineated on that certain plat map of such area attached hereto, marked Exhibit "A", now referred to and by such reference made a part of these protective covenants and all thereof being known and designated as "Beaver Creek Ranchettes (Division No. 1)."

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, JAMES D. DUTTON, ANN DUTTON and IVAN GUNSTONE, dealing in his sole and separate property, owners in fee simple of the lands hereinabove described, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to provide for a control of structures to be erected thereon, and the improvements to be made, do hereby covenant and agree with each other, and for our respective heirs, administrators, executors 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

J. D. Dutton
Ann Dutton
Ivan Gunstone
Olympia, Wash.

799377

developed.

RESIDENTIAL AREA COVENANTS

Residential area covenants shall apply to all lots within the boundaries of the aforesaid plat map of Beaver Creek Ranchettes (Division No. 1), excepting Lot 14 as shown and designated on said plat map.

1. All lots and improvements thereon shall be used for residential purposes only. Such purposes may include small farms operated as suburban homes, but shall not include any uses of the land for the conducting of commercial enterprises, farming or otherwise.

2. All dwellings of any kind, whether trailer, basement, shack, garage, house or other out buildings used for habitation, whether temporary or permanent, shall be hooked up to a permanent septic tank approved by the Thurston-Mason County Health District. This provision shall not prohibit the parking of camping trailers and campers on lots as long as they are not used for residence purposes.

3. No building either temporary or permanent shall be erected or maintained on any lot nearer than 25 feet from any public roadway, drive or street, or nearer than 10 feet from any side or back boundary line of such lot.

4. No sign of any kind shall be displayed for public view on any lot except signs used to advertise that particular lot for rent or sale.

5. No tract or lot shall be divided or subdivided, except once, and then only into two tracts or lots, each containing approximately 2-1/2 acres.

No tract or lot shall thereafter be further divided or subdivided.

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6. Only one single family residence shall be located on any one tract or lot and no more than one family shall reside therein. Casual and temporary guests shall not be deemed residents.

7. 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 the dedicators and to each owner to temporarily enter upon the property of a neighbor to install, repair or replace any such utilities.

8. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. All owners are required to maintain their lots free of noxious weeds and in harmony with the general area. 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 requirements, standards and recommendations of the Thurston-Mason County Health District. Approval of such system as installed shall be obtained from such authority prior to occupancy of any residence.

10. These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them and owning or having any interest in any of the above-described lands for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners

PERKINS, SWANSON & LAWRENCE
Attorneys at Law
2000 County Building
Olympia, Washington 98501

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of the lots has been recorded, agreeing to change or revoke said covenants in whole or in part. Amendments to or revocation of these covenants at any other time shall require the signatures of all of the owners of lots within the plat.

11. 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, either to restrain such violation or to recover damages therefor.

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

IN WITNESS WHEREOF, the parties have herunto fixed their hands this 14 day of March, 1969.

James D. Dutton
Jean Gunstone
Paul Dutton

799377

STATE OF WASHINGTON)
) ss
County of Thurston)

On this day personally appeared before me JAMES D. DUTTON,
ANN DUTTON and IVAN GUNSTONE, to me known to be the individuals des-
cribed in and who executed the within and foregoing instrument, and acknowledged
that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of March,
1969.

James D. Dutton
NOTARY PUBLIC in and for the State
of Washington, residing at Olympia



...to provide for the uniform development of the area of ...
...to provide for a variety of structures ...
...for use as sports halls, recreation and ...
...to keep all of the covenants set forth, and which are
...made applicable to the above-described real property and binding upon
...which covenants all of such property shall be bound, and ...

less or any part thereof; and

The party of the first part hereby expressly reserves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all oils, gases, coal, ores, minerals and fossils of every name, and which may be in or upon said lands above described, or any part thereof, and the right to enter by agents, attorneys, servants or otherwise upon said lands, or any part thereof, to explore the same for such oil, gases, coal, ores, minerals and fossils, and it also hereby expressly reserves and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right to enter by itself or its agents, attorneys and servants, upon said land or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their said agents, servants and attorneys, at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining, and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to and over said lands, whether herein expressed or not, reasonable necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

TO HAVE AND TO HOLD the said lands and appurtenances unto the said party of the second part, his heirs and assigns forever, free and clear of all liens, charges and incumbrances, except taxes and assessments, if any, levied, or assessed, for the year 1915, and subsequent years.

The said party of the first part, for itself and its successors, covenants and agrees to and with the said party of the second part, his heirs and assigns, that it will warrant and defend the title to the said premises, forever, except as against the taxes and assessments aforesaid, which, if any, the said party of the second part hereby assumes to pay.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be sealed with its corporate seal and signed by its President the day and year first above written.

Signed, Sealed and Delivered in presence of J. W. Mahan, G. S. Macartney. By John P. Weyerhaeuser, President, Attest Geo. S. Long, Secretary, Corporate Seal Weyerhaeuser Timber Company

State of Minnesota,) SS. County of Ramsey,)

On this 31st day of December, A.D., 1914, before me personally appeared John P. Weyerhaeuser to me known to be the president of the Weyerhaeuser Timber Company, the corporation that executed the within and 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 he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notarial Seal G. S. Macartney, Notary Public Ramsey County Minn. Residing at St. Paul in said county My commission expires March 7, 1919.

69066. Filed for record Jan. 8, 1915 at 2:00 o'clock P.M. by Jas. Gunstons.

By Olive Leslie, Deputy.

Chas. A. Burr, County Auditor.

IN RE THE DISCOVERY OF NATURAL OYSTER BEDS IN MUD BAY, TOWNSHIP 18, NORTH RANGE 3, WEST W.M. by A. J. Weaver.

A P P I D A V I T AND NOTICE OF DISCOVERY

STATE OF WASHINGTON) COUNTY OF THURSTON)

A. J. WEAVER first being duly sworn on his oath says: that he is a citizen of the United States, and of the State of Washington, over and above the age of twenty-one years, and was and has been at all times hereinafter mentioned; that this affiant

EASEMENT

THIS INDENTURE, made this 15th, day of August A.D. 1927 between James Gunstone and Tressa Gunstone, his wife hereinafter called the Grantors, parties of the first part, and PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called the Grantee, party of the second part, WITNESSETH:

That the Grantors, for and in consideration of the sum of One and no/100 Dollars, (\$1.00) paid by the Grantee to the Grantors, receipt whereof is hereby acknowledged, hereby convey and grant to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line, consisting of a single line of poles, with necessary braces, guys and anchors, and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross-arms, transformers, and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of Thurston, State of Washington, to-wit:

The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township Sixteen (16) north, range Two (2) West, W.M., less the west Seven Hundred and fifty-six (756.ft.) feet and the North half of the Northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Nine (9), Township Sixteen (16) North, Range Two (2) West, W.M.

The center line of said transmission and distribution line to be located as follows:

As now staked out, located and established across, over and upon the above described tract.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantors for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

The Grantors, their heirs, successors or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, the parties of the first part have signed and executed this instrument the day and year first above written.

James Gunstone
Mrs. James Gunstone
Tressa

STATE OF WASHINGTON,)
COUNTY OF THURSTON) 33

I, the undersigned, a Notary Public, do hereby certify that on this 15th day of August, 1927, personally appeared before me James Gunstone and Tressa Gunstone his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

H. J. Mason
Notary Public in and for the State of
Washington, residing at Tacoma

Seal of H. J. Mason
Com. Exp. Oct. 1, 1929

#192713 Filed for record April 20th, 1928 at 11:01 A. M. by Puget Sd. Pwr. & Lt. Co

E. L. Van Epps
County Auditor

Wanda M. Miller
Deputy