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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
City of Tumwater
BEL-MOR VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by Randy E. Bell, Linda M. Bell, Eldon L. Bell, Anna L. Bell, Richard L. Jolly, Ralph D. Morris and Nancy K. Morris, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Bel-Mor Village, County of Thurston, State of Washington, which is more particularly described as:

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The east 320 Feet of the west 340 feet of that part of the northwest quarter of the southeast quarter of Section 4, Township 17 North, Range 2 West, W.M., lying southerly of a line running north 72° 45' east from a point on the west line of said subdivision 2054.15 feet north of the south quarter corner of said section: EXCEPTING therefrom county road known as Israel Road along the south boundary; and also excepting the south 308.33 feet of the east 125 feet of said northwest quarter of the southeast quarter. (Being a portion of Parcel 2 of Short Plat No. SS-1410 as recorded under Auditor's File No. 1102388 in Volume 13 of Short Plats, page 627.)

All Situate In Thurston County, Washington.

NOW THEREFORE, Declarant hereby declares that all of the properties 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.

A. RESIDENTIAL AREA COVENANTS.

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two cars, but not more than three cars; provided allowance of accessory buildings shall be at the direction of the Architectural Control Committee.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have 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 finish grade elevation. No fence, wall, hedge, or mass planting, other than foundation planting, shall be erected, placed, planted, or altered on any lot nearer to any street than the building setback-line, and no fence or wall shall be erected or permitted on the front portion of any lot without prior approval of the Architectural Control Committee, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Buildings shall have either shake, slate, tile or composition roofing material.

A-3. CONSTRUCTION TIME. Exterior building construction and lot landscaping shall be completed within one year of commencement of building construction on lot, unless extended by Architectural Control Committee for good cause.

A-4. DWELLING SIZE. No dwelling shall be less than 1200 Sq. Feet exclusive of garage or other appurtenances thereto. No dwelling shall exceed 30 feet in total height, provided allowance for floor size and height exceptions shall be at the discretion of the Architectural Control Committee.

A-5. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the side street line than the minimum building setback-lines shown on the recorded plat, nor, in any event, located or existing in violation of applicable building codes, and the minimum garage setback shall be 25 feet from the front lot line.
- (b) Building location on lot, within restriction of subsection (a) above, shall be subject to approval of the Architectural Control Committee, which approval shall not be unreasonably withheld.

A-6. EASEMENTS. Easements for utilities and drainage are reserved over a 2½-foot-wide strip along each side of interior lot lines of each lot. Within these easements, no structure; planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

A-8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot, building, or structure, except signs used by a builder to advertise the property during construction, by a home owner or his designated representative advertising for sale or rent, or by the developer for any purpose deemed appropriate. Such signs, other than developer's, may be one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-9. **INCINERATORS.** No outdoor incinerators will be permitted.

A-10. **TEMPORARY STRUCTURES.** No structures of a temporary character, including but not limited to trailers, basement houses, tents, garages, barns, or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently. When referring to trailers, this term shall include all forms of trailers or mobile homes of any size, whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically including all automobiles, buses, trucks, cars, vans, trailers, and mobile homes even though they may be at any time immobilized in any way and for any period of time of whatever duration.

A-11. **BUSINESSES.** No type of business shall be conducted on any lot or within any dwelling or structure that is visible to the public view. No forms of advertising shall be allowed that are visible to the public view.

A-12. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or any normal house pets may be kept, provided that they are not maintained for any commercial purposes.

A-13. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot. All lots shall be connected to the city water system.

A-14. **DRILLING AND MINING OPERATIONS.** Drilling or mining in any form whatsoever shall not be permitted upon or in any lot. This includes drilling, development operations, refining, quarrying or mining, and the construction of any form of derrick or structure designed for boring purposes.

A-15. **GARBAGE AND REFUSE DISPOSAL.** 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 garbage shall be disposed of by burning or burying.

A-16. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot. All lots shall be connected with the city sewer system.

A-17. DRIVEWAYS, PARKING AND STORING OF VEHICLES AND TRAILERS. All lots shall have a driveway of at least two car widths, and all driveways shall be completely paved with either concrete, brick, or asphalt, to the city road. No property owner shall construct or maintain a roadway for ingress or egress to property in the subdivision, except driveways to platted streets. No form of vehicle or trailer shall be parked or stored, nor maintenance performed upon said items, on any lot except for driveways or prepared hardstand such as concrete or asphalt, unless not visible to the public view, and no recreational vehicle may remain in view in the front portion of any lot for more than 24 hours.

A-18. POWER LINES. No power lines on lot shall be above ground. All underground power lines shall be in conformity with appropriate city and other applicable agencies and power company codes and regulations.

A-19. PLANTER STRIPS. That area lying in the street right of way between the sidewalk, if any, and street pavement edge, commonly known as a planter strip, shall be the responsibility of the adjoining lot owner to maintain in a neat and attractive manner and shall be planted with grass.

B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP. The Architectural Control Committee shall be composed of the developers, Randy E. Bell, Eldon L. Bell, Richard L. Jolly and Ralph D. Morris, until such time as 95 percent of the lots have been sold, and then the directorship of the Architectural Control Committee shall be turned over to the property owners in the Plat of Bel-Mor Village for administration of architectural control functions. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

B-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing within 30 days after plans and specifications have been submitted to it.

C. GENERAL PROVISIONS.

C-1. COVENANTS - DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period to ten (10) years unless an instrument duly signed by a majority of the then owners of the lots has been recorded agreeing that said covenants shall lapse or be altered in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

C-3. INVALIDATION AND SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

DATED This 7th day of December, 1983.

REQUES. Eldon L. Bell
 SAM S. RE. Anna L. Bell
 CLERK Randy E. Bell
 DEPUTY Linda M. Bell
Richard L. Jolly
Ralph D. Morris
Nancy K. Morris

THURSTON COUNTY

FEB 10 12 38 PM '84

REQUIS. SAM S. RE. gfb

STATE OF WASHINGTON }
COUNTY OF THURSTON } ss.

On this day personally appeared before me Eldon L. Bell, Anna L. Bell, Randy E. Bell, Linda M. Bell, Richard L. Jolly, Ralph D. Morris and Nancy K. Morris, 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 7th day of December, 1983.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at 1711 1/2

Dave Morris
510 143rd Ave SE
Lening, WA 98559