

Fred Howell
4702 Delta Lane
Burien, Wa.

843170

THURSTON COUNTY
OF WASH.

MAY 25 9 50 AM '71

REQUEST OF Fred Howell
C. WESS EAGLE
COUNTY AUDITOR
DEPUTY

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843170

PROTECTIVE COVENANTS APPLICABLE TO AND FOR RECORDING AS

We, the undersigned, FRED W. HOWELL AND JUNE F. HOWELL, husband and wife, being the owners of all of BELWOOD PARK lots 1 thru 26, as recorded in Volume 17 of plats at page 27 records of Thurston County, Washington, 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 day of May, 1971, DO HEREBY COVENANT AND AGREE 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.

ARTICLE I. COVENANTS RESPECTING USE

A. Land Use and Building Type. All of the lots in BELWOOD PARK numbered 1 thru 26 shall be used for residential purposes only. No more than one detached, single family dwelling or mobile home shall be constructed or placed on any lot.

B. No sheep, swine, goats, cattle, horses or rabbits, shall be permitted.

C. 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.

D. Building Location. No building shall be located on any lot nearer than twenty (20) feet to the front lot line or to the side street line on a corner lot except that no side yard shall be required for a garage or other permitted accessory building located ten (10) feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line or nearer than ten (10) feet to any side lot line. For the purpose of this covenant, chimneys, steps, eaves, gutters, uncovered porches or paved terraces shall not be considered to be part of the building; provided, however, that no such appendage to a building with the exception of a paved terrace shall be permitted within five (5) feet to any side lot line, nor shall this provision be construed to permit any portion of a building on a lot to encroach upon any other lot.

E. Easements. An easement is hereby reserved for and granted to Puget Sound Power and Light 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

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and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with electric and telephone service together with the right to enter upon the lot at all times for the purpose 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, operating and maintaining drainage for said subdivision and other property adjacent thereto.

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

G. 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.

H. 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.

I. Completion of Structures. All buildings commenced on any lot shall be completed not later than one year after construction is commenced. All Mobile Homes shall be skirted.

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 designed, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Health Authorities.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The Architectural Control Committee shall be composed of FRED W. BOWELL, JUNE F. BOWELL AND VIRGIL L. ADAMS. A majority of the committee may designate a representative to act for him. In the event of the death or the 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 BELWOOD PARK, 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 withdraw from the committee or restore to it any 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, 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 BELWOOD PARK.

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 part.

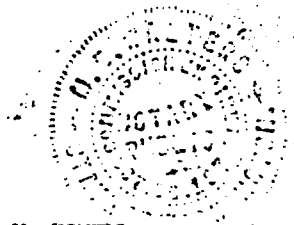
B. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate either to restrain violation or to recover damages for such violation.

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.

IN WITNESS WHEREOF, the parties hereunto fix their hands this 14th day of May, 1971.

Fred W. Howell
June F. Howell

STATE OF WASHINGTON)
) SS
COUNTY OF THURSTON)



On this day personally appeared before me FRED W. HOWELL and JUNE F. HOWELL, representing BELWOOD PARK, 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 14th day of May, 1971.

M. E. Walters
Notary Public in and for the State of Washington, residing in Olympia.

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