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THURSTON COUNTY
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RECORDED
 SAN S. COUNTY, A. D. 1978

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PROTECTIVE COVENANTS

BETHEL VILLAGE

WE, the undersigned, being owners of the majority of lots, tracts, and parcels of land situated within the certain boundaries of that certain subdivision known as Bethel Village as per plat thereof recorded in the office of the Auditor of Thurston County, Washington, do hereby impose the same upon all of real property incorporated within said lot.

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THE undersigned hereby certify and declare that there is hereby established a general plan for the development, improvement, maintenance and protection of the real property embraced within that certain subdivision known as Bethel Village as per plat thereof recorded in the office of the Auditor of Thurston County, Washington

THE following covenants are imposed pursuant to a general plan for the benefit of all said tracts, and each and every building site therein. These are designed for the mutual benefit of the building sites in said tract, and shall pertain to and pass to each building site therein, and shall bind all persons together with their representative successors in interest, who may at any time, and from time to time, own said property.

THESE covenants are to run with the land and shall be binding upon 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 a successive period of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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.

INVALIDATION of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

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 (2) stories in height and a private garage for not more than two (2) cars.

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 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 finish grade elevation. No fence or wall shall be erected, altered or placed on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in parts 9 and 10.

H.P.R.
 720 S. Franklin
 Oly, WA 98501

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10. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred, maintained or kept in any commercial purpose.
13. **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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition.
14. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or any structures designed for boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. **LAND NEAR PARKS AND WATER COURSES.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
17. **THE interest of all underlying contract holders, mortgagees, beneficiaries under Deeds of Trust, lien holders, and other parties providing financing in this property be and are hereby subrogated to these covenants.**

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3. DWELLING SIZE. The ground floor area of the main structure of a dwelling unit, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building, exclusive of porches, roofs, overhangs and steps shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building, exclusive of porches, roofs, overhangs, steps shall be located on any lot nearer than 20 feet to the front property line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot or nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTHS. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot and two and one-half feet along interior lot lines. Within these easements, no structure, planting or other materials 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.

7. NUISANCES. No noxious or offensive activity 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. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee, is composed of these three: Stephen P. Hillier, 1802 Black Lake Blvd., Olympia WA, Mark L. Robinson, 3224 Biscay Court NW, Olympia WA, and LeRoy Fardini, 10204 De Koven Drive SW, Tacoma WA. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member 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, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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DATED THIS 2nd DAY OF January, 1981.

Stephen P. Hillier
OLYMPIA LAND DEVELOPMENT CORPORATION,
by Stephen P. Hillier, Secretary

Mark L. Robinson
OLYMPIA LAND DEVELOPMENT CORPORATION,
by Mark L. Robinson, Vice-president

STATE OF WASHINGTON)
County of Thurston)

I, the undersigned a Notary Public, hereby certify that on the date last above written, Stephen P. Hillier and Mark L. Robinson, appeared before me who, being by me first duly sworn, did acknowledge and declare to me that they executed the foregoing PROTECTIVE COVENANTS as their free and voluntary act and deed for the uses and purposes therein mentioned.

Ernest H. Smith
NOTARY PUBLIC in and for the State of
Washington, residing at

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