



PROTECTIVE COVENANTS

Beverly Place Addition to Thompson Place

(Being a portion of Section 11, Township
18 North, Range 1 West, W.M.)

We, the undersigned, being owners of all the lots, tracts, and parcels of land situated within the certain boundaries of that certain subdivision known as Beverly Place Addition to Thompson Place, as per plat thereof recorded in the office of the Auditor of Thurston County, Washington, do hereby impose the same upon all of the real property incorporated within said plat.

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 Beverly Place Addition to Thompson Place 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. They 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 on all parties and all persons claiming under them until January 1, 2003, at which time said covenants be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one 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.

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 one family dwelling not to exceed two stories in height and a private garage for not more than

two cars. (Except lots 1, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, which are to be used for four unit structures.)

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 or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, 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.

3. MEMBERSHIP: The Architectural Control Committee is composed of: See page 4. 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. 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 to restore to it any of its powers and duties.

4. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$13,500.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall not be less than 900 square feet for a one story dwelling nor less than 850 square feet for a dwelling of more than one story.

5. BUILDING LOCATION: No building shall be located nearer than 5 feet to any side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a 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. No building shall be located nearer than 55 feet to the center line of the street abutting the front lot line nor nearer than 55 feet to the center line of the street abutting the side line of a corner lot.

6. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,200

square feet or a width of less than 50 feet at the front building setback line.

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. ANIMALS: 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 kept, bred, or maintained for any commercial purpose.

10. SANITATION: 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 material shall be kept in a clean and sanitary condition.

11. SIGNS: No signs of any kind shall be displayed to the public view on any lot except 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.

12. 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 Department, approval of such system as installed shall be obtained from such authority.

13. EASEMENTS: Easements for drainage facilities and or utilities are reserved over a five foot wide strip along all lot lines. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat and other instrument of public record. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. 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.

14. OIL AND MINING OPERATIONS: No oil drilling, oil developments, operations, 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 derrick

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 27th day of May, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William Riley, to me known to be the Vice-President of Bond-Riley Corp., a member of United Homes Joint Venture, the corporation that executed the foregoing instrument, and acknowledged the 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 is authorized to execute the same instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate written.

/s/ J. W. Walker
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma.

(SEAL)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 27 day of May, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter Klepeis, to me known to be the President of K-1 Construction, Inc., the corporation that executed the foregoing instrument, and acknowledged the 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 is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate written.

/s/ Thomas G. Kribick
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma.

(SEAL)

Return to: United States
P.O. Box 3047
Federal Way, WA 98003-2916

THOMPSON COUNTY
CLYDE, WASH.

JUL 27 3 50 PM '76

AMENDMENT TO THE PROTECTIVE COVENANTS
BEVERLY PLACE ADDITION
TO THOMPSON PLACE

As recorded under Auditor's File #967520, Volume 738, Pages 99 - 104
Thompson County, Washington.

UNITED HOMES, EXERCISING ITS PREROGATIVE AS RECORD OWNERS OF A
MAJORITY OF THE LOTS IN BEVERLY PLACE ADDITION, HEREBY AMEND
ITEM #3, MEMBERSHIP AS FOLLOWS:

MEMBERS OF THE ARCHITECTURAL COMMITTEE TO BE CHANGED:

FROM: Anthony J. Corvin II, Walter Kiepala & William Riley

TO: Glenn E. Broad, Robert Hamilton & William Riley

The above changes are approved this 23rd day of July, 1976.

UNITED HOMES, A JOINT VENTURE

William M. Riley
William M. Riley
Managing Partner

STATE OF WASHINGTON,
County of King

On this 23rd day of July, A. D. 1976
before me personally appeared William M. Riley

known to me to be the Managing Partner of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and purposes therein expressed, and on such stated
that he is authorized to execute said instrument.

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

Doris Christman

Notary Public to and for the State of Washington, residing at Kent WA 98148

WASHINGTON COUNTY FILE NO. 7124

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