



PROTECTIVE COVENANTS

APPLICABLE TO AND FOR RECORDING AGAINST

THE BIRCHES, Lots 1 through 12 and Tracts "A" through "C" hereinafter referred to as "The Birches", in Thurston County, Washington, According to the plat recorded in Thurston County on May 29, 1996, Auditor's file no. 3032162

We the undersigned being the owners of all the aforesaid The Birches, 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, do hereby covenant for their successors, heirs and assigns and agree to keep all of the covenants, conditions and restrictions hereinafter set forth and which are hereby made applicable to the aforesaid real property and which shall be binding upon all the property owners thereof to the extent provided in such covenants and all the property shall be owned, held used, occupied and developed in conformance with the covenants, conditions and restrictions set forth herein.

ARTICLE I COVENANTS RESPECTING USE

A. Land Use and Building Type: All of the lots in The Birches shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on each lot.

B. Architectural Control: No building or other permanent structures shall be erected or altered on any lot until the construction plans, 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. As a guideline, owners or purchasers plans will be generally reviewed as to, but not necessarily limited to, the following:

1. The minimum square footage of living area for single family homes shall be 1350 square feet excluding open porches and garages. In the case of a two story home, the first floor area shall contain a minimum of 700 square feet.
2. The houses shall have a minimum of a two car garage and shall provide an additional driveway parking area on the lot for a minimum of two cars. The drive entry to the lots shall be concrete and configured to the standard The Birches design.
3. The front exterior of the houses shall be sided with lap, channel, bricks, shingles or similar architectural products, no plywood or waferboard panels. The other three exterior walls of the house may be sided with approved panel siding.
4. The exterior paint or stain shall be uniform on all sides and a trim color may also be utilized. The colors shall be chosen to be compatible with the overall colors and



tones of the homes in the development. All home paint colors shall be approved prior to paint application.

5. The roof material may be architectural asphalt composition, cedar shakes or shingles or tile. No asphalt build up roofs or metal roofs are allowed. The roof colors shall be compatible with the overall colors and tones of the homes in the development, no bright blue or bright red.

6. Lot landscaping shall be complete in the front yard from the street to a side yard fence extending from the front side of the house to the adjacent side property line. On corner lots, the side yard shall also be landscaped. Landscaping shall utilize, sod (no grass seed), plants, trees, bark, rocks and flow from lot to lot. Landscaping must be complete prior to occupancy or by the closing of the home sale, which ever occurs first.

C. Building Location: Set-back requirement for construction shall comply with the City of Olympia codes and regulations.

D. Easements: Easement are granted on the plat map to Puget Power & Light Company, City of Olympia Water Department, US West Telephone Company, TCI (cable television) and Washington Natural Gas Company and their respective successors and assigns under and upon the exterior ten (10) feet of the front boundary lines of all lots and on the side and rear boundaries of specific lots recorded on the plat, in which to install, lay, construct, renew, operate and maintain pipes, conduits, cables and wire with necessary facilities and other equipment for the purpose of serving the subdivision with water, sewer, electric, telephone, television and gas service together with the right to enter upon the lot at all times for the purpose stated.

E. Utility Service: All permanent utility services and connections thereto within the subdivision shall be provided by underground services exclusively. No satellite dishes, or ham radio antennas, shall be permitted on any lot within the subdivision.

F. Noxious and Offensive Activity: No noxious or undesirable thing or undesirable use of the property in said subdivision whatsoever shall be permitted or maintained upon said building sites in The Birches. If the Architectural Control Committee shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive.

G. Temporary Structure: No structure of a temporary character, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. During the first twenty-four months of the development, a temporary structures may be placed on one lot for the purpose of home sales and/or construction management. The structures must be approved by the Architectural Control Committee, compatible with the design and colors of the development, fully landscaped and maintained. A cedar fence may also be erected on the lot with the construction management structure for storage of construction materials. Storage shall be limited to material being actively used in the construction of new homes. No garbage, refuse or rubbish shall be stored on the site.. Upon the completion of the use of the structures or at the end of the first twenty-four months, the structures shall be removed and the lot cleared of all construction material, signs or other structure support items and returned to its original condition.



H. Completion of Structures: All buildings commenced on any lot shall be completed as to exterior appearance, including painting and landscaping not later than twelve (12) months after construction is commenced.

I. Mobile, Manufactured or Modular Homes: No mobile, manufactured or modular homes will be permitted in the subdivision except as described in section G.

J. Boats, Campers and Travel Trailers: Boats, campers and travel trailers (RVs) shall be stored on the lot in conjunction with a permanent residence, but must be properly screened with approval from the Architectural Control Committee. They shall not be lived in as a second residence nor shall any of them be parked on the street within the subdivision for a period longer than forty eight (48) hours.

K. Garbage and Refuse Disposal: No garbage, refuse, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view.

L. Livestock: No animals, livestock or poultry shall be raised, bred or kept on any such lots. Dogs, cats and other household pets may be kept thereon, if they are not kept, bred or maintained for any commercial purpose.

M. Fences: No fence or wall shall be constructed on any lot unless approved by the Architectural Control Committee. No chain link fences will be allowed. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the City of Olympia minimum front building set-back line.

N. Hunting and Firearms Use: The discharge of firearms for hunting or for target practice within the area of the plat of The Birches shall be prohibited.

O. Sewage Disposal: All sewage shall be disposed of through the Olympia City disposal system and no individual sewage disposal system shall be permitted on any lot.

P. Community Area: The Community Areas, Tracts "A" through "C", as designated on the plat of The Birches are owned by the The Birches Homeowners Association. The primary use of these areas is for a storm water facilities and landscaping. The Homeowners Association shall maintain the Community Areas and storm water facility in accordance with the storm water maintenance agreement filed with the City of Olympia. Any alterations to the Tract "A" must first be approved by the City of Olympia. Easements located on Lot 1 for the entry sign and on Lot 8 for the pedestrian path shall be maintained by the Homeowners Association.

Q. The Birches Homeowners Association: All owners of Lots 1 through 12 in The Birches are, and will be, automatically members of the The Birches Homeowners Association. All owners of lots in The Birches, except unsold lots belonging to the developer, shall be subject to the charges and assessments provided for in and for the purposes set forth in the Articles of Incorporation and Bylaws of The Birches Homeowners Association, a non-profit and non-stock Washington corporation. Said corporation shall have a lien against all lots in said subdivision, except unsold lots



belonging to the developer, for said charges and assessments, including interest at twelve per cent (12%) per annum on all charges and assessments that are not paid when due. If such charges and assessments levied by the corporation shall not be paid within four (4) months after they become due and payable, then, in addition to the remedies set forth in the Articles of Incorporation and Bylaws, the corporation may proceed by appropriate action to foreclose said lien. In such foreclosure action the corporation shall be entitled to recover the cost of title search and court costs, together with attorney's fees in such an amount as the court may adjudge reasonable in such action. Any first mortgage liens placed upon any of said lots, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of recording of such mortgage, superior to such assessments and the liens provided for herein that are levied by the corporation subsequent to the date that said first mortgage is recorded.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

A. Membership: The Architectural Control Committee shall be composed originally of William D. Ide, Charlene F. Ide. Any of the members may designate a representative to act for them. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the sale of 90% of the lots in The Birches, 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 take away from the committee or restore to it any of its 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 power in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations as 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, 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 compliance with the related covenants shall be deemed to exist.

ARTICLE III MODIFICATION OF COVENANTS

These covenants may be modified by an instrument in writing signed by the owners of more than 66% of the lots in the Plat of The Birches. The covenants may only be modified by the Developer until April 1, 1996, or until 90% of the lots have been sold and closed, or until the Developer removes this condition in writing, whichever ever occurs first. The instrument shall then be converted to the above format and recorded. The modifications are effective on the day of recording.



