



~~THURSTON COUNTY  
 OLYMPIA, WA  
 04/29/92 11:24 AM  
 REQUEST OF: KRIEGER,  
 S&W S. Read, AUDITOR  
 BY: ALAN, DEPUTY  
 \$10.00 PRCOV~~

**PROTECTIVE COVENANTS**

**APPLICABLE TO AND FOR RECORDING AGAINST**

Large Lot Subdivision known as Black Lake Acres as recorded in Thurston County, Washington, according to the plat recorded in the office of the Thurston County Auditor in \_\_\_\_\_ of Plats, \_\_\_\_\_.

The undersigned, PAKLAND, a Washington sole proprietorship, and James W. Krieger, being the owner of all the aforesaid large lot subdivision, in order to provide for the 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 operation to be conducted upon said real property on this \_\_\_\_\_ day of \_\_\_\_\_, ~~we~~ **DO HEREBY COVENANT AND AGREE** and for their successors 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**

**Area of Application**

A. These covenants in their entirety shall apply to all lots included in BLACK LAKE ACRES and the real property covered thereby and to each subsequent subdivision of BLACK LAKE ACRES and the real property covered by the plat of each subsequent division of BLACK LAKE ACRES, as the plat thereof is dedicated and as the plat of each subsequent division is recorded with the Auditor of Thurston County.

**ARTICLE II**

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**Covenants Respecting Use**

A. **Land Use and Building Type.** All of the lots in BLACK LAKE ACRES 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 structure 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 Community 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 to purchasers of lots, the minimum square footage of living area for single family homes will be ~~1000~~ **1000** square feet and a value of ~~15000~~ **15000** or more, for house and lot. The required values of a house and lot may from time to time be increased or decreased by the Architectural Control Committee to allow for future changes in building costs. All houses shall have at least a two-car garage. Where the restriction and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the property and orderly development of such lots shall be affected within the purview of these covenants as far as possible and the

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Architectural Control Committee is hereby empowered to allow variations as its judgment permits the reasonable utilization of such lots most consistent with the general plans 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.

C. Building Location. Set-back requirements for construction shall comply with county regulations.

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

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

F. Temporary Structure. No structure of temporary character, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently unless approved by the Architectural Control Committee.

G. 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. All exterior walls shall be of cedar siding and/or brick stone veneer. Roof covering shall be a minimum of 300 lb. shingles or better.

H. Mobile Homes. No mobile homes or manufactured homes will be permitted in the subdivision.

I. Boats, Campers, and Travel Trailers. Boats, campers, and travel trailers may be stored on the lot in conjunction with a permanent home, but must be properly screened as to be complimentary to the subdivision. They shall not be lived in as a second residence nor shall any of them be parked on any of the streets within the subdivision for a period longer than 24 hours.

J. 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 the public view, except for routine regular collection. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction, and then such materials shall be placed within the property lines of the building site upon which structures are to be erected and shall not be placed in the street.

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.

L. Livestock. No animals, livestock, or poultry, other than dogs, cats, and horses, shall be raised, bred or kept on any such lots. Dogs, cats, and horses may be kept thereon if they are not kept, bred or maintained for any commercial purposes.

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N. Fences. No fence shall be constructed on any lot unless approved by the Architectural Control Committee.

### ARTICLE III

#### Architectural Control Committee

A. Membership. The Architectural Control Committee shall be composed originally of A majority of the committee may designate a representative act for it. In event of the death or 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 representatives shall be entitled to any compensation for services performed pursuant to this covenants.

B. Procedure. The committee's approval or disapproval as required in the 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 those 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 IV

#### Modification of Covenants

These covenants may be modified by an instrument in writing signed by the Officers of PAKLand and Black Lake Acres.

### ARTICLE V

#### Term, Enforcement and Construction

A. Term. These covenants or covenants as amended as provided in Article IV shall run with the land and shall be binding on all parties and persons claiming under them.

B. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate these covenants and such enforcements may either be to restrain any such violation or to recover damages therefor.

C. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BLACK LAKE ACRES

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BY *James W. Krieger*  
By \_\_\_\_\_

STATE OF WASHINGTON)

: ss.

County of Thurston )

On this day personally appeared before me James W. Krieger  
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 29 day of April 1992



*Beth A. Rosbach*  
Notary Public in and for the  
State of Washington.  
Commission Expires 12/28/94

*RE-RECORDING TO APPLY TO DIV. 4 BIRTH DATE APRES*

THURSTON COUNTY,  
OLYMPIA, WA  
08/17/92 1:17 PM  
REQUEST OF: KRIEGER,  
Sah S. Reed, AUDITOR  
BY: ALAN, DEPUTY  
\$10.00 FEE

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