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Document Title(s) Protective Covenants

Reference Numbers(s) of related documents

3075435

Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First and Middle Initial)

The Bluff

Additional grantors on page \_\_\_\_\_

Grantee(s) (Last, First and Middle Initial)

Public

Additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Pt Smith Hays DLC #68, 35-18-2W

Additional legal is on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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PROTECTIVE COVENANTS  
APPLICABLE TO AND FOR RECORDING AGAINST

The Bluff, Lots 1 through 13 in Thurston County, Washington, according to plat recorded in the office of  
Thurston County Auditor, in volume \_\_\_\_\_ of Plats, pages \_\_\_\_\_ Auditor's File Number

3075435

ARTICLE 1.  
COVENANTS RESPECTING USE

- A. The Bluff Homeowners Association. All owners of lots 1 through 13 in The Bluff are, and will be, automatically members of The Bluff Homeowners Association. All owners of lots in The Bluff, 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 Bluff Homeowners Association, a nonprofit and nonstock 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 judge reasonable in such action. Any first mortgage liens placed upon any said lots, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the 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.
- B. Land Use and Building Type. All of the lots in The Bluff numbered 1 through 13 shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on each lot.
- C. Architectural Control. No building or other permanent structures, including storage buildings, playhouses, gazebos, etc. 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 workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and grade elevation. As a guideline 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 will be 1700 square feet. The minimum square footage of living area for a 2-story homes will be 1200 square feet on the first floor.
  2. Houses shall have at least a two car garage, cedar shakes, cedar shingles, tile or 25 year composition roofs, with ridge caps and the exteriors shall be cedar siding, lap siding, or brick and stone on all sides visible to the streets.
  3. The following restrictions will be enforced by the Architectural Control Committee:
    - (a) All landscaping must be of a professional type with no river rock, or gardens allowed on the street of any corner lot. No gravel or blacktop driveways will be allowed.
    - (b) Garage doors shall be roll-up and raised panel types.
    - (c) The exterior colors of all structures are to be acceptable to the Architectural Control Committee with roof jacks painted to match the color of the roof. Tile roofs to be black, gray, or earth tones only.
    - (d) Two sets of plans, including a plot plan, are to be submitted to the Architectural Control Committee; one set to be held by the Architectural Control Committee until final inspection. Any changes during construction must be re-approved.
- D. Building Location. Set-back requirements for construction shall comply with city regulations.



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- E. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground devices exclusively. No exterior antennas of any kind, including, but not limited to satellite dishes, television, and ham radio antennas, shall be on any lot within the subdivision.
- F. Mobile Homes. Modular homes and Travel Trailers. No mobile homes, modular homes, or travel trailers shall be used as residences on any such lot.
- G. Boats, Campers and Vacation Trailers. Boats, campers and vacation trailers may be stored on the lot in conjunction with a permanent home, and shall be properly screened as to be complimentary to the subdivision, but shall not be lived in as a second residence.
- H. 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 Bluff. If the Architectural Control Committee shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive.
- I. Temporary Structure. No structure of a temporary character, basement, shack, garage, barn trailer, tent, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- J. Completion of Structures. All buildings must be built by licensed and bonded general contractors and completed as to exterior appearance, including painting, within six (6) months after construction is commenced. Landscaping to be completed no later than twelve (12) months after construction is commenced. All lots not built upon are to be maintained, weeded and/or mowed on a regular basis.
- K. Garbage And Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited or left on lot premises unless placed in an attractive container suitably located and stored from public view. 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.
- 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 wire fences will be allowed in the subdivision and no posts or rails are to face the street. 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.
- N. Easements. Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat.
- O. Firewood And Garden Equipment. If stored outside, must be fenced and/or screened and not be seen from the street.
- P. Hunting And Firearms Use. The discharge of firearms for hunting or for target practice within the area of the plat of The Bluff shall be prohibited.



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Q. Lot Drainage. Each lot shall be graded so that runoff will not adversely affect adjacent properties. Each lot is to provide drywell infiltration facilities for building structures. The drywell facilities shall conform to approved plans on record with the City of Tumwater. The drywell facilities shall be the sole responsibility of the lot owner for maintenance and operation. Any drainage swales within easement on individual lots shall be maintained by the owner in conjunction with the Homeowner's Association and in accordance with the storm water maintenance agreement attached to the document. All swales are to remain in grass. No other material may be substituted.

R. Drainage Facilities: All drainage facilities within easements, Tracts A and B within the plat are the responsibility of the Homeowner's Association who shall maintain and operate these facilities in accordance with the stormwater maintenance agreement on record with the City of Tumwater. All swales along the frontage of lots 1 through 4 shall be maintained by the owner in conjunction with the Homeowners Association and in accordance with the storm water maintenance agreement attached to this document. All swales to remain in grass. No other materials may be substituted.

#### ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The Architectural Control Committee shall be composed originally of Kathy Hartman and Brad Kaor. Either 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 member shall have full authority to designate a successor. Neither member 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 The Bluff, 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

A. These covenants may be modified by an instrument in writing signed by the owners of more than 70% of the lots included in the Bluff. Any amendment to the original covenants must be recorded with the County Auditor's Office.

#### 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 (10) years each unless an instrument is signed by 70% of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

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

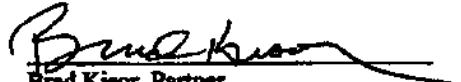
C. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



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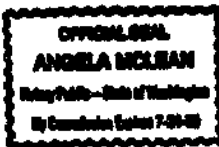
In Witness whereof the parties hereunto affix their hands this 21<sup>st</sup> day of February 1997.


  
Brad Kisor, Partner  
Ridge Investments

STATE OF WASHINGTON  
COUNTY OF THURSTON

On this 25 day of November 1996 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personal appeared Brad Kisor, Partner of Ridge Investments, known to me to have signed and executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal hereon as above dated.



  
Notary Public in and for the State of  
Washington, residing at Adelphi  
My Commission expires: 7-24-00



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