

John Rickett  
7208 14th Ave N.E.  
Oly, Wa. 98506

948231

THURSTON COUNTY  
WASHINGTON

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS  
applicable to the plat of  
"THE BOWERY ONE"

SEP 2 2 05 PM '75

*John Rickett*

We, the undersigned, as sole owners of all the land contained within the plat known as "THE BOWERY ONE", said plat being recorded simultaneously herewith as a part of the records of Thurston County, Washington, do hereby covenant that the following requirements and restrictions shall be applied to all the land within said plat, and that its uses shall henceforth be subject to these provisions:

A. Land Use and Building Type

1. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or remain thereon other than dwellings which conform to the requirements set forth on this date in City of Lacey Zoning Ordinance, Chapter 16.06, which is made a part hereof by reference, and extensions of said requirements as hereinafter set forth.

2. No temporary structures of any kind shall be placed upon any lot or right-of-way, to be used temporarily or permanently as a residence of any kind.

3. All dwellings or structures placed or erected upon any lot shall be complete as to external appearance, including finish painting or staining, within six (6) months from the start of construction.

4. Minimum yard setbacks from property lines shall be as follows: (a) front yard: twenty-five feet; (b) side yard: twelve feet in total, with a minimum of five feet on one side, except that no structure shall be placed upon a corner lot closer than ten feet from the right-of-way of a flanking street; (c) rear yard: twenty-five feet from the rear property line. All lots adjoining Inpala Drive shall be deemed to face Inpala Drive, without regard to the room arrangement of the dwelling.

5. No one-story dwelling shall be built upon any lot unless it has a minimum of 1,200 square feet of living area, if it has no more than two (2) bedrooms, and an additional minimum of 120 square feet for each additional bedroom. In the case of a dwelling having more than one level of living space, the total of living space shall be not less than 1,600 square feet, combined.

Any dwelling having more than two bedrooms shall also include at least one and three-quarters bathrooms (using current common-language description of same).

No dwelling shall have less than a "double" garage or carport, the minimum width and depth of which shall be twenty-two (22) feet; the minimum rough door opening width shall be seventeen (17) feet, which may be the total of two vehicle doors.

948231

6. All driveways shall be of finished concrete construction, not less than four inches thick, and shall contain enough wire mesh or similar expansion material to prevent cracking under expectable weather and use conditions; EXCEPT that the portion of a driveway between the finished street surface and the lot line may be of bituminous materials, at least four inches thick. No driveway shall be less than eighteen (18) feet in width.
7. No structure, planting or other material may be placed or permitted to remain which may damage or interfere with the maintenance of utilities, or which may change the direction, obstruct or retard the flow of water through and easement.  
Any easement area shown on the face of the plat 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.

**B. Architectural and Aesthetic Control**

1. The Architectural and Aesthetic Control Committee is composed of the undersigned John R. Puckett and Rita H. Puckett, both of 7208 14th Avenue N.E., Olympia, Washington, and Lyman A. Fleetwood, 5710 Pacific Avenue S.E., Lacey, Washington. 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 or its representative shall be entitled to any compensation for services rendered 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 instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.
2. No building shall be erected, placed or altered upon any lot, nor shall any clearing, grading or other preparation of the lot be commenced, until the construction plans and specifications, together with a plot plan or statement for the preservation of trees and other natural growth, shall have been approved by the Architectural and Aesthetic Control Committee. Committee approval shall be granted in writing within fifteen (15) days after submittal, and shall be signed by at least two members of the committee. In the event that such approval is not granted by the committee within fifteen days, or the committee does not notify the applicant of rejection, then such approval will not be required and compliance with this covenant shall be deemed to exist.

(2)

Covenants  
"THE BOUNDARY CMT"  
REV. 3/31/75

REL 708 PAGE 07

948231

3. No alder trees, planted or volunteer, shall be allowed to remain on any lot in the plat at any time after start of construction of a dwelling on that lot. Conversely, no maple, cedar, yew, white fir, hemlock, dogwood or wild cherry tree shall be removed from any lot, unless it is too large for safety or must be removed in order to clear sufficient land for construction. Trimming or removal of Douglas fir trees shall be optional with the lot owner.

4. No wooden structural parts of any fence shall be constructed within three (3) inches of the soil.

5. No trailer, boat, motor home, camper or other occasional or recreation-use vehicle shall be parked upon or adjacent to any street, lot or dwelling in the plat for a period of more than thirty (30) consecutive days, unless it is parked upon a paved area installed for such purpose. Any such paved area shall be of the same concrete construction specifications as driveways, and shall not be constructed nearer than twenty-five (25) feet from a street.

6. No passenger car, truck or other vehicle shall be parked upon or abutting any lot in the plat while undergoing repair for a period of more than forty-eight (48) hours, unless it is parked entirely within a garage or carport.

**C. Nuisances**

1. No noxious trade or activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

2. No animals, livestock or poultry shall be kept upon any lot except as pets, and breeding, raising or selling them as a commercial endeavor is expressly prohibited.

3. No lot shall be used or maintained as a dumping ground for rubbish. Garbage, trash and other waste shall be kept only in sanitary containers, and all equipment for the storage or disposal of such material shall be kept in a clean and tight condition; EXCEPT, however, it shall be permissible to maintain a compost bin in a rear yard, provided it is kept structurally sound and is not located within thirty (30) feet of any part of the living area of any other dwelling.

4. No sign 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 or the developers to advertise the property during the construction and sales period.

(3)

Covenants  
"THE BOSTON CLUB"  
REV. 3/31/75



Order Title Insurance Through  
**Chicago Title Insurance Company**  
Olympia (360) 456-7878

VOL 708 PAGE 08

948231

3. No oil drilling, oil development 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 or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This covenant shall not, however, prevent the underground installation of a tank designed for the storage of furnace oil for heating a dwelling.

6. No individual water supply or individual sewage disposal system shall be permitted upon any lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Lacey and the Thurston-Mason Health District. Approval for any such system shall be obtained from such authority.

**D. Length of Term and Enforcement**

1. These covenants are to run with the land and be binding upon all parties and all persons claiming under them for a term of thirty (30) years from the date these covenants are recorded, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or party violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3. 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.

DATED this 22nd day of September, 1975.



John H. Feshett



Rita M. Feshett

Covenants  
"THE DOWNEY-ONE"  
Rev. 5/31/75