



PROTECTIVE COVENANTS APPLICABLE TO AND  
FOR RECORDING AS AGAINST  
BOWMAN PARK

All of Blocks 6 and 7 of the Plat of Second Railroad Addition as recorded in Volume 3 of Plats, Page 112, Records of Thurston County, Washington; together with vacated Schneider Street on the East, Insel Street on the West, Dickenson Avenue on the North, and all of Langridge Avenue between Blocks 6 and 7, and excepting Lots 16, 17, 18 and the East Half of Lot 19, Block 7.

A. RESIDENTIAL AREA COVENANTS

The Residential Area Covenants shall apply to all lots within the boundaries of the above-described property.

A-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 the one detached, single family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

A-2 Dwelling Cost, Quality and Size

No dwelling shall be permitted on any lot at a cost of less than \$35,000 (including land) based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 the story open porches and garages, shall be not less than 950 square feet for a one-story dwelling or less than 750 square feet for a dwelling of more than one story.

A-3 Building Location

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines herein established. In any event, no building shall be located on any lot nearer than 25 feet to the front line, or 10 feet to the side street on a corner lot, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot nearer than 10 feet to the rear line, or nearer than five feet to any side lot line. For the purpose 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.

A-4 Easements

Easements for installation and maintenance of utilities, drainage facilities, and walkways are reserved as shown on the recorded plat.

A-5 Nuisances

A-6 Temporary Structures

No structures of a temporary character, trailer, basement, tent, shack, garage, bar, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. Maximum period of construction, including finishing painting, shall be nine months.

A-7 Signs

No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during construction, or by the home owner himself advertising for sale or rent.

A-8 Oil and Mining Operations

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.

A-9 Livestock and Poultry

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 they are not kept, bred, nor maintained for any commercial purposes.

A-10 Garbage and Refuse Disposal

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 materials shall be kept in a clean and sanitary condition. No garbage shall be disposed of by burning.

A-11 Water Supply

No individual water supply 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. Approval of such system as installed shall be obtained from authorities. Water may be supplied by any agency meeting said health requirements.

A-12 Sight Distance at Intersection

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

A-13 Architectural Control Committee Membership

The Architectural Control Committee is composed of Ray Allen, 1901 Parkwood Drive, Olympia, Washington; Dorothy Allen, 1901 Parkwood Drive, Olympia, Washington; and Frank E. Morris, 2319 Carpenter Road, S.E., Olympia, Washington. 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 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 restore to it any of its powers and duties.

Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, 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 the related covenants shall be deemed to have been fully complied with.

C-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.

C-6 Easements

Easement for utilities and drainage are reserved over 2-1/2 foot wide strip along each side of the interior lot lines and over the rear five feet of each lot. 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

B. GENERAL PROVISIONS

B-1 Term

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

B-2 Enforcement

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

B-3 Severability

Invalidity of any one 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.

/s/ Ray Allen  
A.M. 78 Inc.  
Ray Allen, Pres.

STATE OF WASHINGTON )  
                                  )  
COUNTY OF THURSTON )

On this day personally appeared before me Ray Allen, Pres. of A.M. 78, Inc. to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of Mar., 1980.

/s/ Donald C. Orwig  
Notary Public in and for the State of  
Washington, residing in Oly.

(SEAL)