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THE CITY OF OLYMPIA  
GENERAL OFFICE

PROTECTIVE COVENANTS APPLICABLE TO

JUN 12 3 14 PM 1933

BRAEMAR

WE, L. E. DAWLEY and ELGIA DAWLEY, husband and wife,  
and I. M. DAWLEY and ESTELLE G. DAWLEY, husband and wife,  
owners in fee simple of the following described real property located in  
Thurston County, State of Washington, to-wit:

That part of Walker Donation Land Claim No. 38, Township  
18 North, Range 2 West, described as follows:  
Beginning at the intersection of the center line of North  
Street with the center line of Cain Road, thence northerly  
along the center line of Cain Road 815 feet; thence westerly  
at right angles to Cain Road to a point on the east line of  
McCormick Street; thence southerly along said east line  
of McCormick Street to a point on the center line of North  
Street; thence easterly along the center line of North Street  
to the point of beginning; EXCEPTING therefrom the  
easterly 30 feet for Cain Road and the southerly 30 feet  
for North Street,

being desirous of platting the same as Braemar, an addition to the City  
of Olympia, Washington, the plat of which is offered for recording  
simultaneously herewith, and desiring to incorporate into said plat  
certain dedications and restrictive covenants, do now publish and declare  
the following dedications and restrictive covenants to be applicable to  
said Braemar as shown by said plat, the plat thereof and the real property  
described thereon, and those covenants and restrictions are hereby  
declared to be a part of said plat as though fully set forth thereon:

ARTICLE I.

AREA OF APPLICATION

A. Residential Area. The residential area covenants in  
Article II of this declaration in their entirety shall apply to all lots  
included in Braemar and the real property included therein.

ARTICLE II.

RESIDENTIAL AREA COVENANTS

A. Land Use and Building Type. No lot shall be used for any  
purpose other than residential. No building shall be altered, erected,

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placed or permitted to remain on any lot except Lots 14 and 15, Lots 18 through 22 inclusive, and Lots 24 through 31 inclusive, other than one detached single-family dwelling, not to exceed one and one-half stories in height and a private garage not to exceed 750 square feet suitable for not more than three cars. No building shall be altered, erected, placed or permitted to remain on the said Lots 14 and 15, Lots 18 through 22 inclusive and Lots 24 through 31 inclusive other than one detached single-family dwelling, not to exceed two stories or 35 feet in height, whichever is the lesser, and a private garage not to exceed 750 square feet suitable for not more than three cars. No lot within said plat shall be divided for any purpose save and except for the purpose of increasing the size of building sites by providing two building sites from three lots. No more than one residence shall be constructed on any lot.

B. Architectural Control. No building shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the 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 topograph and finish grade elevation. In any case where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restriction, the proper and orderly development of such lot shall be developed within the purview of these covenants so far as possible and the architectural control committee shall be empowered to allow variations as in its judgment permits the reasonable utilization of said lots most consistent with the general plan of development. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Article IV.

C. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose

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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. In the event of inflation or depression from existing money values, then said amount shall be adjusted to an equivalent minimum cost based upon the then current equivalent money value. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1250 square feet for a one and one-half story dwelling or a two-story dwelling where permitted hereby.

D. Driveways. All garages located upon any such lot shall be connected to the adjacent street by an asphalt or concrete paved driveway. No such driveway shall be connected from any lot to either Cain Road or North Street adjoining said platted area on the east and south respectively.

E. Building Location. No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than twenty (20) feet to any side street line. All lots shall be deemed to face the street which abuts the most narrow side of the lot. No building shall be located nearer than ten (10) feet to an interior lot line, except that no side yard shall be required for garage or other permitted accessory building located not nearer than eighty (80) feet from the minimum building set-back line. No necessary extension, eave, step or open porch shall be located nearer than seven (7) feet to an interior lot line. In no case shall any portion of a building in a lot be permitted to encroach upon another lot.

F. No fence constructed on any lot shall exceed six (6) feet in height nor shall any fence be constructed which does not conform to the architectural design of the house on the lot on which such fence is located. The plan for such fence shall be approved by the Architectural Control Committee prior to construction thereon.

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G. Completion of Structures. All buildings commenced on any such lot shall be completed not later than one year after construction is commenced.

H. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I. Temporary Structures. No structure of a temporary character, trailer, house trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; Provided, however, that this provision shall not prohibit the keeping of dogs, cats, or other ordinary household pets other than for commercial purposes.

K. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept on such lots only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. 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 City of Olympia, the Thurston-Mason County Health District, and the State of Washington Department of Health. Approval of such system as installed shall be obtained from such authorities.

M. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 to points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. The same sight line

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limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height as to prevent obstruction of such sight line.

N. Storage. No trailer, house trailer, mobile home, boat or junk car shall be permitted to stand or to be stored on any lot or the streets adjacent thereto for any extended period. A junk car for purposes of these covenants shall mean any car which is permitted to stand inoperable for a period of more than two weeks. An extended period shall mean any period in excess of two weeks.

O. Existing Trees. All trees now standing within ten feet of the boundary of any lot are hereby declared to remain on all such lots for the benefit of such lot, the lots adjacent thereto and abutting thereon, and all lots in Braemar, and no such tree within such 10-foot area shall be removed nor trimmed by removal of branches above 20 feet from the ground without the written consent of the owner of the lot or lots adjacent to and abutting on the 10-foot area within which the tree stands. Provided, however, that any such tree may be topped by cutting the top of said tree at a height which will remove not more than one-third of the foliage of such tree without such consent, and Provided further, that such consent shall not be unreasonably withheld if any such tree becomes diseased or so much of the same dies that such tree becomes a safety hazard.

### ARTICLE III.

#### GENERAL COVENANTS AND DEDICATION

A. Dedication of Private Ways. The owners do hereby dedicate to the use of all lots and areas within Braemar according to the plat thereof an easement over all areas designated on said plat as easement areas for the installation, maintenance and operation of underground telephone cables installed at a minimum depth of 18 inches to be used by Pacific Northwest Bell Telephone Company and for the installation, maintenance and operation of underground drain lines installed at a minimum depth of 18 inches to provide

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drainage for surface waters to be used by the owners of such other lots or the City of Olympia for the benefit of such lots.

B. Dedication of Anchor Easements. The owners do hereby dedicate to the use of all lots within Braemar according to the plat thereof an easement over the areas designated on said plat as pole anchor easement areas for the installation and maintenance of pole anchors on the surface and subsurface of said areas to be used for the benefit of all other lots by Puget Sound Power & Light Company.

#### ARTICLE IV.

##### ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The architectural control committee is composed of L. E. Dawley, Vieta Avenue and ~~Enterprise~~<sup>Furber</sup> Road, Olympia, Washington, J. M. Gawley, 603 North Thomas, Olympia, Washington, and E. Robert Frisoe, 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.

B. 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 thirty (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 compliance with the related covenants shall be deemed to exist.

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ARTICLE V.

DEDICATION OF GAS LINE EASEMENT

The owners do hereby dedicate to the use of the Washington Natural Gas Company for the benefit of all lots within Braemar an easement five (5) feet in width over the north five (5) feet of Lot 14 for installation, maintenance and operation of a gas transmission line.

ARTICLE VI.

TERM, ENFORCEMENT AND CONSTRUCTION

A. 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 fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically 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 said covenants in whole or in part.

B. 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 for such violation.

C. Saverability. Invalidation of any 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.

IN WITNESS WHEREOF, we have hereunto set our hands this

11<sup>th</sup> day of June, 1963.

R.E. Dawley

Edwin Dawley

J.M. Dawley

Estelle T. Dawley

STATE OF WASHINGTON )  
County of Thurston ) ss.

On this 11<sup>th</sup> day of June, 1963, before me, a Notary Public in and for the State of Washington, personally appeared L. E. DAWLEY and E. GLA DAWLEY, husband and wife, and J. M. DAWLEY and ESTELLE C. DAWLEY, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above



E. Robert Fister  
Notary Public in and for the State of  
Washington, residing at Olympia.