

PROTECTIVE COVENANTS APPLICABLE TO AND FOR

RECORDING AS AGAINST

Briar Lea, Division Two, Lots 25 through 53 as recorded in Thurston County, Washington, according to the plat recorded in the office of the Thurston County Auditor in Volume 24 of Plats, pages 22-24.

The undersigned, Donald Ingersoll and Patricia Ingersoll, husband and wife, being the owners of all the aforesaid Briar Lea, Division Two, Lots 25 through 53, and Community Area, in order to provide for 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 operations to be conducted upon said real property, on this 23rd day of June, 1989, 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 1. COVENANTS RESPECTING USE

A. Land Use and Building Type All of the lots in Briar Lea, Division Two numbered 25 through 53 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

Vol: 1656 Pm: 297
File No: 8906270126



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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 Committee 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 1300 square feet excluding the garage. The required value 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. The fronts of all houses will be cedar, brick or a facing material approved by the Architectural Control Committee. Front yards will be completely landscaped prior to occupancy. All driveways will be completed with cement prior to occupancy. Where the restriction and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the proper and orderly development of such lots shall be affected within the purview of these covenants as far as possible and the Architectural Control Committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plan of development. Fences will not be any closer to the street than the closest edge of the house. Fences must be constructed of cedar or of a material approved by the Architectural Control Committee.

Vol: 1656 Page: 298
File No: 8906270126

C. Building Location Setback requirements for construction shall comply with city regulations.

D. Easements An easement is hereby reserved for and granted to Puget Sound Power and Light Company, Pacific Northwest Bell Telephone Company and Washington Natural Gas Company and their respective successors and assigns under and upon the exterior seven (7) feet of front and rear boundary lines and upon the exterior two and one-half (2 1/2) feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain pipes, conduits, cables and wire with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with water, electric, telephone and gas service together with the right to enter upon the lot at all times for the purposes stated. An easement is hereby further reserved for and granted to the City of Olympia for all drainage shown on the plat other than those located within the public ways shown on said plat and all natural drain courses for the purpose of installing, laying, constructing, renewing, operating, and maintaining drainage for said subdivision and other property adjacent thereto.

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

F. Noxious and Offensive Activity No noxious or undesirable thing or noxious undesirable use of the property in said subdivision, whatsoever, shall be permitted or maintained upon said building site in said subdivision. If the

Vol: 1656 Page: 299
File No: 8906270126

Architectural Control Committee shall determine what trade, business, or use is undesirable or noxious, such determination shall be conclusive.

G. Temporary Structure No structure of a temporary character, basement, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

H. Completion of Structures All buildings commenced on any lot shall be completed as to exterior appearance, including painting, not later than four (4) months after construction is commenced.

I. Mobile Homes No mobile homes will be permitted in the subdivision.

J. 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.

K. 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 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 material 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. Hunting and Firearms Use The discharge of firearms for hunting purposes or for target practice within the area of the plat of Briar Lea, Division Two shall be prohibited.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

A. Membership The Architectural Control Committee shall be composed originally of Patricia J. Ingersoll, Donald M. Ingersoll, and Dezirlee A. Jasperson. A majority of the committee may designate a representative to act for it. In the 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 covenant. At any time after the sale of 80% of the lots in Briar Lea, Division Two, the then recorded 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 the powers and duties as herein defined.

B. Procedure The committee's approval or disapproval as required in covenants shall be in writing. In exercising the

401 1856 Page 301
File No: 8906276126

discretionary powers granted to the committee, the committee shall at all times exercise its power in a responsible manner and said committee is hereby empowered to adopt responsible 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

These covenants may be modified by an instrument in writing signed by the owners of more than 50% of the lots included in Briar Lea, Division Two and duly recorded.

ARTICLE IV. TERM, ENFORCEMENT AND CONSTRUCTION

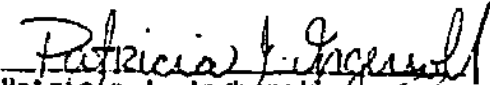
A. Term These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date these covenants are recorded, and after said time, said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument, signed by 50% of the then owners of the lots had been recorded agreeing the change said covenants in whole or in part.

B. Enforcement Enforcement shall be by proceeding at law

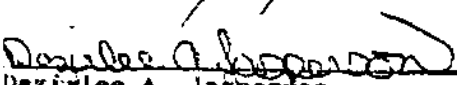
or in equity against any person or persons violating or attempting to violate either to restrain violation or to recover damages for such violation.

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.

IN WITNESS WHEREOF, the parties hereunto affix their hands this 23rd day of June, 1989.


Patricia J. Ingersoll


Donald M. Ingersoll


Dezirlee A. Jaspersen

Vol: 1556 P. 303
File No: 8906270126

STATE OF WASHINGTON)
) SS.
COUNTY OF THURSTON)

On this 20th day of June, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, Donald M. Ingersoll, Patricia J. Ingersoll, and Dezirlee A. Jasperson to me known to be the persons who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Judith E. Little
Notary Public in and for the
State of Washington, residing
at Olympia, Washington.
My Commission Expires 12-22-91

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Sam S. Reed: AUDITOR
BY: CHRISTI: DEPUTY
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Vol: 1656 Page: 304
File No: 8906270126