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RESTRICTIVE AND PROTECTIVE COVENANTS  
EVERGREEN SHORES; DIVISION TWO

WE, the undersigned, officers of SUNDOWN, INC., being owners of all the property described below and known as EVERGREEN SHORES, DIVISION TWO, in order to provide for the aesthetic, healthful and uniform development of all the below said real property, and so as to provide further for a control of structures to be erected, improvements to be made upon said real property, on this 11<sup>th</sup> day of April, 1969, do hereby covenant and agree with each other to keep all of the covenants hereinafter set forth and which are hereby made applicable to the below real property known as EVERGREEN SHORES, DIVISION TWO, and said covenants shall be 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:

That part of the southeast quarter of the northeast quarter and of the northeast quarter of the southeast quarter of Section 12, Township 17 North, Range 3 West, Willamette Meridian, described as follows:  
Beginning at the east one-quarter corner of said Section 12; thence S 2° 07' 49" W along the east line thereof 120.60 feet; thence N 87° 52' 11" W 120.00 feet; thence S 2° 07' 49" W 238.69 feet; thence along a curve to the right, having a radius of 342.52 feet, a distance of 322.03 feet to a point on a curve, the radius point of which bears S 34° 00' 04" E 25.00 feet distant; thence easterly along said curve a distance of 41.28 feet; thence along a curve to the right having a radius of 228.48 feet, a distance of 101.50 feet; thence S 86° 03' 02" W 100.00 feet; thence S 16° 31' 00" W 72.46 feet; thence S 38° 19' 32" W 80.00 feet; thence S 71° 58' 25" W 83.00 feet; thence S 87° 14' 21" W 118.00 feet; thence S 17° 32' 29" W 146.64 feet; thence S 35° 25' 31" W 141.93 feet; thence S 32° 37' 35" E 95.00 feet to the south line of said northeast quarter of the southeast quarter; thence N 82° 02' 00" W along said south line 796.67 feet to the southwest corner of said subdivision; thence N 1° 35' 59" E along the west line thereof 700.53 feet; thence S 88° 24' 01" E 123.61 feet to a point on a curve, the radius point of which bears S 81° 31' 15" E 500.92 feet distant; thence northerly along said curve a distance of 249.35 feet; thence N 37° 00' 00" E 70.00 feet; thence N 53° 00' 00" W 107.16 feet; thence N 44° 25' 18" E 222.83 feet; thence S 30° 00' 00" E 68.60 feet; thence along a curve to the right having a radius of 25.00 feet, a distance of 29.23 feet;

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thence N 37° 00' 00" E 119.51 feet to a point on a curve, the radius point of which bears N 53° 00' 00" W 25.00 feet distant; thence westerly along said curve a distance of 49.31 feet; thence N 30° 00' 00" W 69.89 feet; thence N 60° 00' 00" E 123.32 feet, thence N 16° 19' 16" W 135.02 feet to an angle point on the southerly boundary of the plat of Evergreen Shores, Division One, as recorded in Volume 16 of Plats at Pages 7 and 8, records of Thurston County, Washington; thence along said southerly boundary and along the easterly boundary of said plat S 82° 10' 20" E 275.00 feet, S 87° 10' 20" E 60.00 feet, and N 2° 49' 40" E 531.29 feet; thence S 85° 35' 50" E 674.93 feet to the East line of said Section 12; thence S 2° 07' 49" W along said east line 260.04 feet; thence N 87° 52' 11" W 149.78 feet to a point on a curve, the radius point of which bears N 82° 20' 06" E 686.20 feet distant; thence southerly along said curve a distance of 44.77 feet; thence along a curve to the right having a radius of 746.20 feet, a distance of 16.58 feet; thence S 87° 52' 11" E 137.03 feet to said east line of Section 12; thence S 2° 07' 49" W along said east line 459.40 feet to the point of beginning.

1. Area of Application: The area covered by these covenants is the entire area of EVERGREEN SHORES, DIVISION TWO, as set out and described in Volume 16 of Plats, at Page 25, Records of the Thurston County Auditor.

2. Lot Use: No lot in EVERGREEN SHORES, DIVISION TWO, shall be used for any purpose except residential purposes with the exception of Lot Numbers 156 through 177 which are zoned for Multiple Dwellings and Lot Numbers 178 through 189 and 197 through 208, which are zoned for Mobile Homes only. (Mobile Home shall be defined as a trailer no smaller than 8' wide and 28' long; Provided, That, variances regarding mobile home size may be allowed by the Architectural Control Committee.)

3. Temporary Structures: No structures of a temporary character, including but not limited to trailers, basement houses, tents, garages, barns, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently, except as allowed in Lots No. 178 through 189, and Lots 197 through No. 208, which are assigned for mobile homes only. When referring to trailers this term shall include all forms of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically including all automobiles, buses, trucks, cars, vans, trailers and mobile homes even though they may be at any time immobilized in any way and for any period of time of whatever duration.

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4. Building Size: No building shall be erected, placed, or altered on any lot with an inside floor area of less than 800 square feet, exclusive of garage or carport areas.

5. Declaration of Intent: It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential and recreational character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.

6. Building or Structural Locations: No building or structure shall be located on any lot nearer to the front lot line than 25 feet or nearer than 15 feet to any side street line. No building or structure shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered to be a part of the building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform with these requirements.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities and reserved as shown on the recorded plat of EVERGREEN SHORES, DIVISION TWO.

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

9. Dwelling or Structure Completion: Any dwelling or structure to be erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within one year from the date of the start of construction.

10. Signs: For a period of two years from date hereof, no sign of any kind shall be displayed to the public view on any lot advertising the property for sale or rent; EXCEPT, signs used by the developers, designated sales agents, or a builder to advertise the property during the construction and sales period.

11. Animals and Livestock: 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 that they are not kept, bred, or maintained for any commercial purposes.

12. Garbage 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.

13. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless this system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Thurston-Mason County Health Department. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted on any lots.

14. Oil and Mineral Operations: No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tunnels, or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. Terms of Covenants: 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 ten (10) 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.

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

17. Invalidation of Part: Invalidation of any one of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

18. Waiver or Change of Covenants: The restrictive covenants contained herein may be waived or changed by the majority of the then owners when land contours or other circumstances would cause an undue hardship. A majority of the then owners shall be the sole judge of the necessity for waiving or changing the restrictive covenants in cases of undue hardship.

19. Architectural Control: No building or structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and approved in writing by the Architectural Planning Committee which shall be composed of three (3) members who will be the elected officers of the EVERGREEN SHORES BEACH CLUB, INC. The determination of the Architectural Planning Committee will be based upon the quality of workmanship and materials, harmony of exterior design with existing structures, and the location of the proposed building and structure with respect to the topography and finish grade elevation. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifica-

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tions have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. Evergreen Shores Beach Club, Inc.: The developer, SUNDOWN, INC., shall form a separate non-profit corporation and will build and pay for the cost of a clubhouse, swimming pools, and designated parking areas, and in addition will include a grant to said non-profit corporation three hundred (300) front feet on Black Lake on an area that will be within EVERGREEN SHORES, DIVISION THREE, but will be accessible to EVERGREEN SHORES, DIVISION ONE AND EVERGREEN SHORES, DIVISION TWO, and any additional divisions created in the Plat of EVERGREEN SHORES, and will be jointly used by the owners of lots in all divisions of EVERGREEN SHORES. When said community area, which will be known as the EVERGREEN SHORES BEACH CLUB, INC. is developed and sufficient lots have been sold in order that said beach club can be operated by the lot owners, the operation of said beach clubs shall be relinquished by the developer, SUNDOWN, INC. The vote regarding operation of said beach club shall be on the basis of one (1) vote per lot ownership. Said non-profit corporation will have the power to assess a reasonable sum against the owners of lots for the maintenance and operation of said beach club after construction of the same has been completed. More detailed by-laws for said organization will be formulated, but the same will be consistent with the terms of this covenant.

21. Water Supply: No individual water supply system shall be permitted on any lot. Water shall be supplied to each lot by SUNDOWN, INC., or its agents or any other public agency it may designate.

In accordance with a corporate resolution adopting these covenants, the corporate officers below, pursuant to authority, have hereto affixed their hands this 11<sup>th</sup> day of April, 1969.

SUNDOWN, INC.

Eugene F. Marelius  
Eugene F. Marelius, President

Lonnie C. Hogue  
Lonnie C. Hogue, Secretary