

814840

RESTRICTIVE AND PROTECTIVE COVENANTS

EVERGREEN SHORES, DIVISION THREE

PAGED

WE, the undersigned, officers of SUNDOWN, INC., being owners of all the property known as EVERGREEN SHORES, DIVISION THREE, in order to provide for the aesthetic, healthful, and uniform development of all said real property, and so as to provide further for a control of structures to be erected and improvements to be made upon said real property, on this 30 day of December, 1959, 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 real property known as EVERGREEN SHORES, DIVISION THREE, 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.

1. Area of Application: The area covered by these covenants is the entire area of EVERGREEN SHORES, DIVISION THREE, as set out and described in Volume 16 of Plats, at Page 70-71-72 Records of the Auditor of Thurston County.

2. Lot Use: No lot in EVERGREEN SHORES, DIVISION THREE shall be used for any purpose except residential purposes with the following exceptions:

B. Lots 229, 229, 230, 231, 232, 259, 258, 257, 256, 255 may, at the developer's discretion, be used as commercial lots.

C. Lots 231, 232, 253, 254, 255, 256, 257, 272, 273, 274, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 357, 354, 355, 394, 395, 396, 397, 398, 399, and 300 shall not be sold until written approval from the Thurston-Mason Health District showing qualification of said lot or lots, which written approval, when received, shall be sufficient when recorded to remove said lot or lots from the provisions of this restrictive covenant.

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. 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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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 on 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 no wise affect any of the other provisions, which shall remain in full force and effect.

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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 30 day of
December, 1969.

SUNDOWN, INC.

Eugene F. Marelus
EUGENE F. MARELIUS, President

Connie C. Hogue
CONNIE C. HOGUE, Secretary

J. Hogue
5300 Federal Rd
Summit, W.V.

THURSTON COUNTY
CLERK
DEC 30 5 02 PM '69
PROJECT OF
CITY OF
LEWISBURG
WV

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7-11-69