

THURSTON COUNTY
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PROTECTIVE AND RESTRICTIVE COVENANTS
 APPLICABLE TO AND RUNNING WITH THE LAND AFFECTING
 EVERGREEN SHORES, DIVISION I

THIS INDENTURE and Declaration of Protective and Restrictive
 Covenants applicable to and running with the land, made this 4th
 day of November, 1968, by the land owners, SUNDOWN, INCORPORATED.

WITNESSETH:

WHEREAS, SUNDOWN, INCORPORATED, is the owner of EVERGREEN
 SHORES, DIVISION I, an addition to Thurston County, Washington,
 as recorded in the Records of the Thurston County Auditor,
 Volume 16 of Plats, at Page 7+8; and

WHEREAS, it is the desire of said parties that said cove-
 nants be recorded and that said covenants be thereby impressed upon
 said land; Now, Therefore,

IT IS HEREBY MADE KNOWN THAT said parties do by these pres-
 ents make, establish, confirm, and hereby impress upon EVERGREEN
 SHORES, DIVISION I, an addition to Thurston County, Washington,
 according to the plat thereof recorded in the Records of the Auditor of
 Thurston County, Washington, Volume 16 of Plat, at Page 7+8,
 the following covenants to run with said land, and do hereby bind
 said parties and all of their future grantees, assignees, and successors
 to said covenants for the term hereinafter stated and as follows:

1. Area of Application. The area covered by these covenants
 is the entire area of EVERGREEN SHORES, DIVISION I as
 set out and described in Volume 16 of Plats, at
 Page 7+8, Records of the Thurston County Auditor.
2. Lot Use. No lot in EVERGREEN SHORES, DIVISION I, shall
 be used for any purpose except residential purposes.
3. 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 car-
 port areas.
4. Declaration of Intent. 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. Provided that,
 mobile homes and travel trailers may be placed on
 said lots in lieu of a building and used as a residence
 if said mobile home or travel trailer contains a
 toilet and can be, and is, connected to a satisfactory
 sewage disposal system in accordance with Restriction
 No. 12.

*Loanne Nagel
 Rhonda M. Smith
 Olympia, Wash.*

THURSTON COUNTY
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5. **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 purposes 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.
6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of EVERGREEN SHORES, DIVISION I.
7. **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.
8. **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.
9. **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.
10. **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 purpose.
11. **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.
12. **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.
13. **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.

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14. **Term 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.
15. **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.
16. **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.
17. **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.
18. **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 or 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 specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
19. **Evergreen Shores Beach Club, Inc.** The developer, SUNDOWN, INCORPORATED, shall form a separate non-profit corporation and will build and pay for the cost of a clubhouse, swimming pool, 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 III, but will be accessible to EVERGREEN SHORES, DIVISION I and EVERGREEN SHORES, DIVISION II, and will be jointly used by the owners of lots in all three divisions. 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

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beach club shall be relinquished by the developer, SUNDOWN, INCORPORATED. 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.

In accordance with a corporate resolution adopting these covenants, the corporate officers below, pursuant to authority, have hereunto affixed their hands this 4th day of November, 1968.

SUNDOWN, INCORPORATED

Lonnie C. Hogue
Lonnie C. Hogue
Secretary

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SUPPLEMENTAL
PROTECTIVE AND RESTRICTIVE COVENANTS
APPLICABLE TO AND RUNNING WITH THE LAND AFFECTING
EVERGREEN SHORES, DIVISION I

THIS INDENTURE and Supplemental Declaration of Protective and Restrictive Covenant applicable to and running with the land, made this 4th day of November, 1968, by the land owners, SUNDOWN, INCORPORATED.

WITNESSETH:

WHEREAS, SUNDOWN, INCORPORATED, is the owner of EVERGREEN SHORES, DIVISION I, an addition to Thurston County, Washington, as recorded in the Records of the Thurston County Auditor, Volume 16 of Plats, at Pages 7 and 8; and

WHEREAS, it is the desire of said parties that said supplemental covenant be recorded and that said supplemental covenant be thereby impressed on said land in addition to those protective and restrictive covenants previously recorded with said plat on November 4, 1968, under Auditor's File No. 791019, Now, Therefore,

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm, and hereby impress upon EVERGREEN SHORES, DIVISION I, an addition to Thurston County, Washington, according to the plat thereof recorded in the Records of the Auditor of Thurston County, Washington, Volume 16 of Plats, at Pages 7 and 8, the following supplemental covenant to run with said land, and do hereby bind said parties and all of their future grantees, assignees, and successors to said covenant for the term hereinafter stated and as follows:

20. Water Supply.

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

In accordance with a corporate resolution adopting this supplemental covenant, the corporate officer below, pursuant to authority previously given, has hereunto affixed his hand this 4th day of November, 1968.

SUNDOWN, INCORPORATED

Lonnie C. Hogue
Lonnie C. Hogue
Secretary

Cherquell & Co. Inc.
4515 Tracy Blvd.
Tracy, Ark 98503

849259

AMENDMENT TO
PROTECTIVE AND RESTRICTIVE COVENANTS
EVERGREEN SHORES, DIVISION I

THURSTON COUNTY
CLERK
AUG 18 4 35 PM '71
EVERETT, WASH.
EVERETT LEGAL OFFICE

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WE, the undersigned, representing the major portion of the lot owners of the plat of EVERGREEN SHORES, DIVISION I, as recorded in the records of the Thurston County Auditor, Volume 16 of Plats at Pages 7 and 8, in order to provide for the aesthetic, healthful and uniform development of all of said property and to alleviate undue hardship on the existing and future lot owners within said Division I caused by improper and incompatible structures being placed on the lots within said subdivision, and so as to provide further for a control of structures to be erected and improvements to be made upon said property, do hereby, pursuant to Protective and Restrictive Covenant No. 17, prohibit the use of mobile homes for permanent residential purposes and adopt the below following Amendment to Protective and Restrictive Covenant No. 4 of those Protective and Restrictive Covenants previously recorded with the Thurston County Auditor in Volume 463 of Deeds, at Pages 74 through 78, under Thurston County Auditor's Fee No. 791108, and which said Amended Covenant shall be binding upon the owners thereof to the extent provided in such Covenants, and subject to which Covenants and this Amended Covenant all of such property shall be owned, held, used, occupied and developed, and which Amendment shall run with the land and shall hereby bind all owners in said subdivision and all of their future grantees, assignees, and successors to said Covenants for the term therein stated, which Amendment reads as follows:

"4. DECLARATION OF INTENT. It is the intent of these covenants 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 are compatible and harmonious with the general area. Provided, however, that 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 and 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; and provided further, however, that tents and camper trailers shall be allowed as temporary residences for a period not to exceed one month per year, unless that period is extended, in writing, for a greater period of time by the Architectural Planning Committee."

DATED this 9th day of August, 1971, the date

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CLARKSON

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Evergreen Shores #1 / Sheet 1 of 2

S 1° 36' 10" W

1367.45'

GREENRIDGE

DRIVE

S 1° 36' 10" W

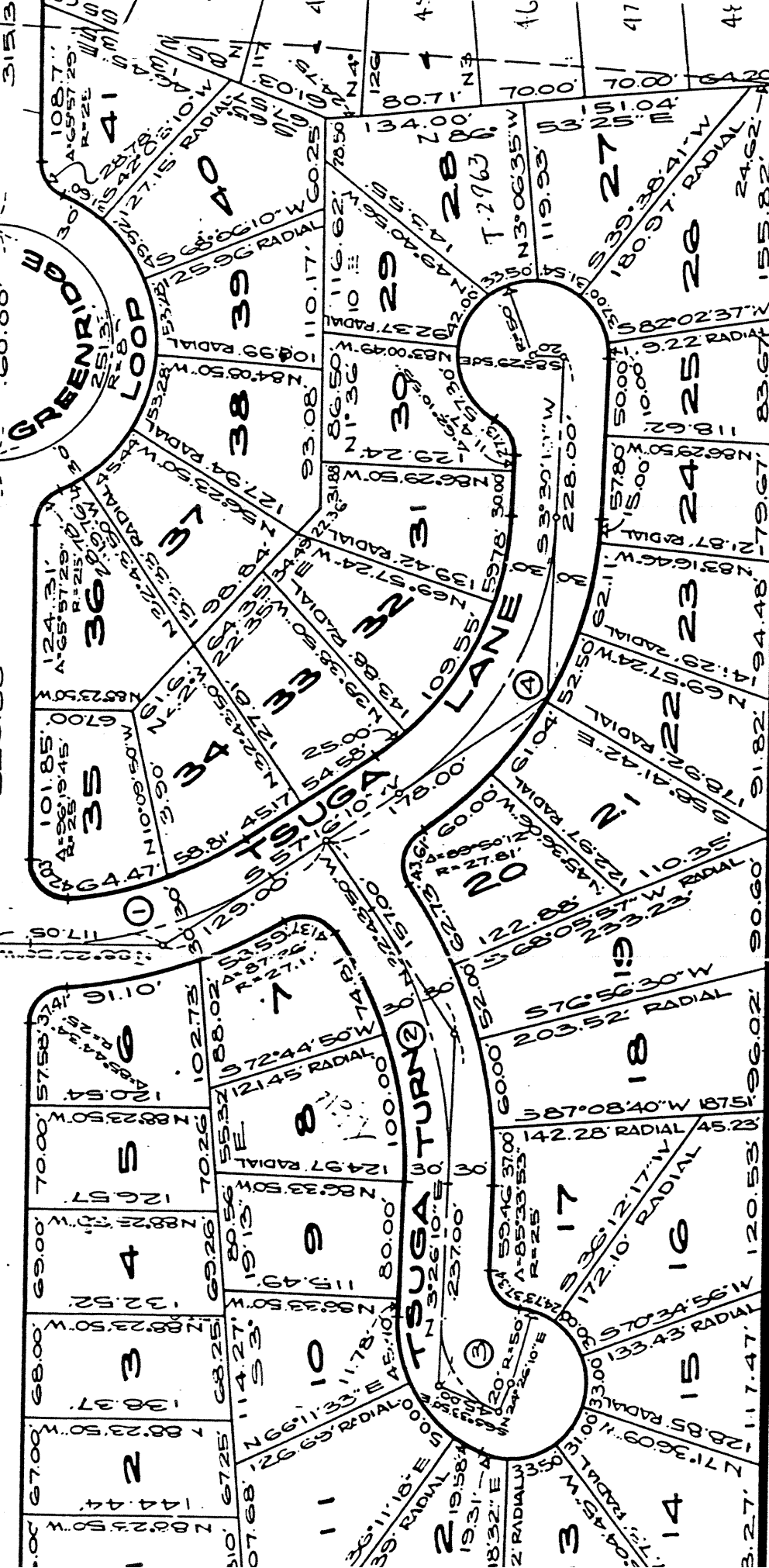
325.83'

530.00'

80.00'

60.00'

315.3



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