

The original of this document captioned COVENANTS APPLICABLE TO CAPITOL CITY GOLF CLUB ESTATES was recorded December 26, 1962 with Thurston County Auditor under fee no. 670745 in Vol. 369 of Deeds, pages 220 through 232.

COVENANTS APPLICABLE TO CAPITOL CITY GOLF CLUB ESTATES

WE, SALUDA WILDER, individually and as Executrix of the Estate of F. E. Wilder, deceased, PAUL H. BRAGET and AGNES BRAGET, husband and wife, JAMES MUIRHEAD and DOLORES MAE MUIRHEAD, husband and wife, THURSTON DEVELOPMENT COMPANY, a Washington corporation, and HUNTAMER WATER COMPANY, a Washington corporation, each owning an interest in all or part of the real property hereinafter described, and collectively being the owners in fee simple of the following described real property located in Thurston County, State of Washington, to-wit:

The West three-quarters of the North one-half of Section 4, Township 17 North, Range 1 West, W.M. SUBJECT to the rights created by that certain water rights settlement agreement dated June 12, 1959, by and between Wesley I. Wendt and Margaret E. Wendt, husband and wife; F.E.Wilder and Saluda Wilder, husband and wife, W.R.Patton, unmarried; James H. Spencer and Catherine M. Spencer, husband and wife; Melvin Ward and Thelma B. Ward, husband and wife,

having platted the same as Capitol City Golf Club Estates, and now being desirous of incorporating into the said plat certain dedications, restrictive covenants, and rights of assessment for maintenance of streets and utilities, do now publish and declare the following to be applicable to the said Capitol City Golf Club Estates as shown by said plat, the plat thereof and the real property described thereon, and these covenants, restrictions and rights of assessment 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 Capitol City Golf Club Estates and the real property included therein save and except the commercial tract designated thereon, Lots M-1 through M-36 inclusive, Lots 230 through 233 inclusive, Lots 279 through 289 inclusive, and the areas shown on said plat as golf course areas.

B. Commercial Area. The Commercial area covenants in Article III of this declaration in their entirety shall apply to the tract shown on said plat as "Commercial Tract", Lots 230 through 233 inclusive and Lots 279 through 289 inclusive of Capitol City Golf Club Estates and the real property included therein.

C. Trailer Area. The trailer area covenants in Article IV of this declaration in their entirety shall apply to Lots M-1 through M-36 inclusive of Capitol City Golf Club Estates 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, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one and one-half stories in height and a private garage for not more than three cars. No lot within the residential area as defined herein shall be divided for any purpose save and except for the purpose of increasing lot size to provide two building sites from three lots.

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 have been approved by the architectural control committee as to quality of workmanship and materials provided for, harmony of external design with any then existing structures, and as to location with respect to topography 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 restrictions, 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 nor until the same has been similarly approved by the architectural control committee.

C. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of 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 1000 square feet for a one-story dwelling nor less than 1000 square feet for a one and one-half story dwelling.

D. Driveways. All garages located upon any such lot shall be connected to the adjacent street by an asphalt or concrete paved driveway.

E. Building Location. No building shall be located on any lot nearer than twenty (20) feet to the front line nearer than fifteen (15) feet to any side street line, nor nearer than ten feet from the rear line if such line abuts upon another lot. No building shall be located nearer to the areas designated on said plat as golf course fairways than twenty (20) feet. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a separate or detached garage or other permitted accessory building located immediately adjacent to the setback line farthest from the street. No necessary extension, eave, step or open porch shall be located nearer to such interior lot line than the said five (5) feet. In no case shall any portion of a building in a lot be permitted to encroach upon another lot save and except in those cases where a building site includes more than one lot.

F. Fences. No fence constructed or shrub screen grown on any lot shall exceed four (4) feet in height, no such fence be constructed which does not conform to the architectural design of the house on the lot on which such fence is located. No fence shall be constructed nor shall a shrub screen be grown on any lot until the plan for such fence or shrub screen has been approved by the architectural control committee as to location, design and conformation to overall development of said area.

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, 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, except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

K. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste. All 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 Thurston County Department of Health and the State of Washington Department of Health. Approval of such systems 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 and six 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 (20) 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 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.

ARTICLE III COMMERCIAL AREA COVENANTS

A. Land Use and Building Type. The areas designated as commercial areas herein may be used for either residential or commercial purposes. In the event that any of said commercial areas shall be used for residential purposes, by the construction on any lot described therein of a residential-type structure, save and except the tract designated on said plat as "Commercial Tract", then all provisions of the residential area covenants shall be applicable to such lot. Any type commercial structure may be placed upon the said commercial areas save and except that no structure placed upon said area shall at any time be used for manufacturing purposes.

B. Architectural Control. No building shall be erected or altered on any commercial area until the construction plans and specifications and a plan showing the location of the structure on the commercial area have been approved by the architectural control committee as to quality of workmanship and materials provided for such structure, harmony of external design with the surrounding areas, and as to location with respect to topography and finish grade elevation. Said approval shall be provided in the same manner as if provided for approval with respect to residential structures.

C. Applicability of Residential Area Covenants. All of the residential area covenants shall be applicable to the commercial area save and except the paragraphs entitled “Land Use and Building Type”, “Dwelling Cost, Quality and Size”, “Driveways”, “Building Location”, and “Completion of Structures.”

D. Minimum Parking Ratio. Off-Street parking shall be provided in all of said commercial areas in a ratio or not less than two (2) square feet of parking area for each one (1) square foot of building structure within said commercial area, except that this provision shall not be applicable to any lot included within said commercial area which shall be used for residential purposes. The parking plan for any such building shall also be approved by the Architectural control committee prior to the construction of the building served thereby, and the said committee may require additional parking area if the nature of the business to be conducted in the building shall in the opinion of the committee require additional parking.

ARTICLE IV TRAILER AREA COVENANTS

A. Land Use and Building Type. No lot included within the trailer area shall be used for any purpose other than as a trailer or mobile home site. No building shall be altered, erected, or placed or permitted to remain on any such lot other than a blacktop or concrete trailer or mobile home slab site and an appurtenant porch or cabana facility. No lot within said trailer area shall be divided. No more than one trailer site shall be constructed on any one lot.

B. Applicability of Residential Area Covenants. All provisions of the residential area covenants, specifically including the provisions requiring approval of plans and specification for construction of all structures of any kind shall be applicable to the trailer area save and except the paragraphs entitled “Land Use and Building Type”, “Dwelling Cost, Quality and Size”, “Building Location”, and “Completion of Structures.”

ARTICLE V GENERAL COVENANTS AND DEDICATION

A. Water Systems. All lots within Capitol City Golf Club Estate are served with water by a private community water system, and so long as water for the lots within said plat is available through such private community water system no private water system shall be provided upon or maintained by the owner of any lot within said Capitol City Golf Club Estates.

B. Dedication of Private Ways. The owners do hereby dedicate to the use of all lots and areas within the plat of Capitol City Golf Club Estates all roadways designated as private roads for access to all areas served by such roads and do further dedicate to the use of all lots within said Capitol City Golf Club Estates an easement over all areas designated as easement areas including but not limited to the ten-foot strip on either side of all roadways to be used for the installation, maintenance and operation of water systems serving all of said area, telephone lines either aerial or buried serving said Capitol City Golf Club Estates, electrical transmission systems serving said Capitol City Golf Club Estates, surface water drainage for said Capitol City Golf Club Estates, surface water drainage for said Capitol City Golf Club Estates,[sic] and sewer systems serving Capitol City Golf Club Estates, to be used by the various utility companies providing the said services.

C. Maintenance of Roadways: Each lot within Capitol City Golf Club Estates shall be subject to assessment by a non-profit corporation to be formed by three or more of the stockholders of Thurston Development Company, Inc., which corporation now owns said lots for the sole purpose of paying taxes and providing maintenance for the private roadways within Capitol City Golf Club Estates and the surface drainage system provided in connection therewith, and said non-profit corporation shall provide a system for equitable

assessment against each of said lots for a sum sufficient only to provide for the maintenance of said roadways, lighting said roadways, and surface drainage system. The amount of the assessment fixed by such non-profit corporation shall be and constitute a lien against the lot against which assessment is made, and in the event that the said assessment shall not be paid within one year after the same shall be levied, then said non-profit corporation shall have the right to foreclose the lien for said assessment in the manner provided for the foreclosure of mortgages and said non-profit corporation shall be entitled to recover a reasonable attorney's fee for services in connection with the foreclosure of said lien.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The architectural control committee is and shall be composed of the officers of Thurston Development Company, Inc. 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 the 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.

ARTICLE VII 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 two successive ten-year periods unless an instrument signed by 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. Severability. 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 10th day of December, 1962.

[Signatures, acknowledgements, etc., affixed but not repeated here]

J.E.B. 8/27/06, **'62 Dedication**