

THURSTON COUNTY
OF WASH.

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REQUESTED BY
SAC. S. DEED, AUDITOR
DEPUTY

8111170091

PROTECTIVE COVENANTS
APPLICABLE TO AND FOR RECORDING AGAINST

FOXHALL, Division I, Lots 1 through 33 and Tracts A and B as recorded in Thurston County, Washington, according to the plat recorded in the office of the Thurston County Auditor in Volume 21 of Plats, pages 144-145

The undersigned, Virgil L. Adams, being the owner of all the aforesaid Foxhall, Division I, Lots 1 through 33; Tract C (well site) and Community Area Tracts A and B, 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 operation to be conducted upon said real property on this 17th day of November, 1981, 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.

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ARTICLE I. Area of Application

A. These covenants in their entirety shall apply to all lots included in Foxhall, Division I and the real property covered thereby and to each subsequent division of Foxhall and the real property covered by the plat of each subsequent division of Foxhall, as the plat thereof is dedicated and as the plat of each subsequent division is recorded with the Auditor of Thurston County. The community and recreational facilities in Division I shall be for the benefit of and be used by the residents of this and all subsequent divisions of Foxhall. Tract B in Division I of Foxhall provides for the collection and disbursement of storm runoff and surface water, and the maintenance thereof shall be the responsibility of the community association, and all repair and maintenance thereof shall be provided for at the expense of the community association.

ARTICLE II. Covenants Respecting Use

A. Land Use and Building Type. All of the lots in Foxhall, Division I numbered 1 through 33 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 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 1200 square feet and a value of \$65,000 or more, for house and lot. 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. Where the restriction and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the property 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 plans of development. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set-back line unless similarly approved.

C. Building Location. Set-back requirements for construction shall comply with county regulations.

D. Easements. An assessment is hereby reserved for and granted to Puget Sound Power & Light Company, the owner of the water system, Nationwide Cablevision, Pacific Northwest Bell Telephone Company, Washington Natural Gas Company and their respective successors and assigns under and upon the exterior seven (7) feet of

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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, gas service and television 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 County of Thurston 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, maintaining drainage for said subdivision and other property adjacent thereto.

E. Utility Services. All permanent utility services and connections there-to 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 addition, whatsoever, shall be permitted or maintained upon said building sites in said addition. If the 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 outbuilding 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 and landscaping, not later than twelve (12) months after construction is commenced.

I. Mobile Homes. No mobile homes or manufactured 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. 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 & recommendations of the Thurston County Health authorities.

M. Livestock. No animals, livestock or poultry shall be raised, bred or kept on any such lots. Dogs, cats and horses may be kept thereon if they are not kept, bred or maintained for any commercial purpose.

N. Hunting and Firearms Use. The discharge of firearms for hunting purposes or for target practice within the area of the plat for Foxhall, Division I, shall be prohibited.

O. Recreational Facilities. Tracts A and B of the Plat of Foxhall, Division I, are owned by the Foxhall Community Association. It is contemplated that the Community Association may develop recreational facilities on said tracts at some future time. These facilities shall be subject to these covenants to the extent that they may be applicable.

P. Foxhall Community Association. All owners of lots in Foxhall, Division I, and subsequent divisions are and will be automatically members of the Foxhall

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Community Association. All owners of lots in Foxhall, and subsequent divisions, except unsold lots belonging to the developer, shall be subject to the charges and assessments provided for in and for the purposes set forth in the Articles of Incorporation and Bylaws of Foxhall Community Association, a non-profit and non-stock Washington corporation. Said corporation shall have a lien against all lots in said subdivisions, except unsold lots belonging to the developer, for said charges and assessments, including interest at twelve per cent (12%) per annum on all such charges and assessments that are not paid when due. If said charges and assessments levied by the corporation shall not be paid within four (4) months after they become due and payable, then, in addition to the remedies set forth in the Articles of Incorporation and Bylaws, the corporation may proceed by appropriate action to foreclose said lien. In such foreclosure action the corporation shall be entitled to recover the cost of title search and court costs, together with attorney's fees in such amount as the court may adjudge reasonable in such action. Any first mortgage liens placed upon any of said lots which are recorded in accordance with the laws of the State of Washington shall be from the date of the recording of such mortgage superior to such assessments and the liens provided for herein that are levied by the corporation subsequent to the date that said first mortgage is recorded.

Q. Fence. No fence shall be constructed on any lot unless approved by the Architectural Control Committee and shall generally consist of a 3-board fence painted white.

ARTICLE III. Architectural Control Committee

A. Membership. The Architectural Control Committee shall be composed originally of Virgil L. Adams, Katherine A. Adams, and Dennis L. Adams. 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 Foxhall, Division I, the then record 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 the covenants shall be in writing. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its power in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations as are necessary with respect to the enforcement of those 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 IV. Modification of Covenants

These covenants may be modified by an instrument in writing signed by the owners of more than 80% of the lots included in Foxhall, Division I and duly recorded.

ARTICLE V. Term, Enforcement and Construction

A. Term. These covenants or covenants as amended as provided in Article IV shall run with the land and shall be binding on all parties and persons claiming under them.

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.

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C. Reversibility. 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 herunto affix their hands this 17th day of November, 1981.




Virgil L. Adams

Return \rightarrow PO Box 636
OLY- 98517

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 17th day of November, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VIRGIL L. ADAMS, the developer that executed the foregoing instrument, and acknowledged he signed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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


NOTARY PUBLIC, in and for the State of
Washington, residing at Olyyia