

FIRST AMENDED PROTECTIVE COVENANTS APPLICABLE

TO AND FOR RECORDING AS 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 and 145, and,

FOXHALL, DIVISION II, Lots 35 through 81 and Tracts D, E, F, G, H and I, as recorded in Volume 1 of Non-platted Streets, Pages 532 and 538, Records of Thurston County, Washington Auditor's Office. LL-0161

The undersigned, Virgil L. Adams, being the owner of more than 80% of the aforesaid Foxhall, Division I, Lots 1 through 33; Tract C (well site) and Community Area, Tract A and B; and Foxhall, Division II, Lots 34 through 81; Tracts D, E, F, G, H and I, 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 26th day of October, 1982, DOES HEREBY COVENANT AND AGREE and for his 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.

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 Foxhall, Division II, and the real property covered thereby.

Tract A in Foxhall, Division I and Tracts H and I in Division I and Division II shall be for the benefit of, and be used by, the residents in Foxhall, Division I and Foxhall, Division II and the maintenance thereof shall be the responsibility of the Foxhall Community Association and all repairs and maintenance thereof shall be provided for at the expense of the Foxhall Community Association and funded by assessments against all owners of lots in Foxhall, Division I and Foxhall, Division II.

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 Foxhall Community Association, and all repairs and maintenance thereof shall be provided for at the expense of the Foxhall Community Association and funded by assessment against all of the owners of the lots in Foxhall, Division I and Foxhall, Division II.

Tracts, D, E, F and G, Foxhall, Division II are private roads, owned by Foxhall Community Association for the purpose of providing ingress and egress and utilities to Tracts 35 through 77 of Foxhall, Division II and the maintenance thereof shall be the responsibility of the Foxhall Community Association and all repairs and maintenance thereof shall be provided for at the expense of the Foxhall Community Association and funded by assessments against owners of Foxhall, Division II, Lots 35 through 77. Foxhall, Division I, Lots 1 through 33 and Foxhall, Division II, Lots 34, 78, 79, 80 and 81 shall not be subject to assessments for road maintenance purposes.

Whenever 60% of the owners of Lots of Foxhall, Division II abutting on one of the private roads elect to improve the road to County standards and deed the road to Thurston County, the Foxhall Community Association shall assess all of the owners of the tracts abutting on said road an amount necessary to improve said road to County standards. When said improvements are completed said roads shall then be deeded to Thurston County by the Foxhall Community Association and those lots abutting said street shall no longer be subject to assessments for road repairs and maintenance by Foxhall 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 and Foxhall, Division II, numbered 34 through 81, shall be used for residential purposes only. No more than one detached single-family dwelling shall be constructed on each lot.

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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 in Foxhall, Division I, the minimum square footage of living area for single family homes will be 1,300 square feet and a value of \$65,000.00, or more, for house and lot. As a guideline to purchasers of lots in Foxhall, Division II, the minimum square footage of living area for single family homes will be 1,300 square feet, with a value of \$80,000.00, 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 proper 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.

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

D. Easements. An easement is hereby reserved for and granted to the owners of Lots 35 through 77, Foxhall, Division II and their respective successors and assigns, over Tracts D, E, F and G, and Foxhall, Division II for the purpose of ingress and egress to their respective lots. Said easement is granted subject to reasonable rules and regulations respecting use, which may be adapted from time to time by the Foxhall Community Association.

An easement is hereby further 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 private roadways of Foxhall, Division II and the exterior seven (7) feet of side boundary lines of all lots, in Foxhall, Division I and Foxhall, Division II, 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 thereto with water, electric, telephone, gas and television service, together with the right to enter upon the lot at all times for the purpose so stated.

An easement is hereby further reserved and granted to the County of Thurston and the Foxhall Community Association, its successors and assigns, for all drainage shown on the plat of Foxhall, Division I and Foxhall, Division II, 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 thereto within Foxhall, Division I and Foxhall, Division II, with the exception of Lots 78, 79, 80 and 81 of Foxhall, Division II 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 additions, whatsoever, shall be permitted or maintained upon said building sites in said additions. 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 they be parked on any of the streets within the subdivision for a period longer than 24 hours.

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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 and recommendations of the Thurston County Health authorities.

M. Livestock. In Foxhall, Division I, 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.

In Foxhall, Division II, no restrictions in this section shall apply.

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 or Foxhall, Division II shall be prohibited.

O. Recreational Facilities. Tracts A and B of the Plat of Foxhall, Division I and Tracts H and I of Foxhall, Division II are owned by Foxhall Community Association. It is contemplated that the Foxhall 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 Foxhall, Division II are, and will be, automatically members of the Foxhall Community Association. All owners of lots in Foxhall, Division I and Foxhall, Division II, 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 charges and assessments that are not paid when due. If such 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 an 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. Fences. 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, & particularly those portions of fence abutting the roadways. 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.

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 member 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 and Foxhall, Division II, 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

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manner and said committee is hereby authorized to adopt reasonable regulations as are necessary, with respect to the enforcement of these 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 Foxhall, Division II and duly recorded.

ARTICLE V. TERM, ENFORCEMENT AND CONSTRUCTION

A. Term. These covenants, or covenants as amended, 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.

C. Severability. 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.

ARTICLE VI. AMENDATORY PROVISIONS

A. These First Amended Covenants shall be considered as amending the Protective Covenants relative to Foxhall, Division I heretofore filed in the office of the Thurston County Auditor, on November 17, 1981, as Auditor's receiving No. 8111170091.

IN WITNESS WHEREOF, the parties hereunto affix their hand and seal this ___ day of October, 1982.

THURSTON COUNTY
OLYMPIA WASH
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(Signature)
Virgil L. Adams
806 East State Avenue
Olympia, Washington 98501

STATE OF WASHINGTON)
) ss. THURSTON COUNTY AUDITOR
COUNTY OF THURSTON)

On this 26th day of October 1982, 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.

(Signature)
NOTARY PUBLIC, in and for the State
of Washington, residing at Olympia

READ AND APPROVED
(Signature) Justo T. Griego Lot 28
(Signature) Michie A. Griego Lot 28

(Signature) Richard I. Johnson Lot 12
(Signature) Betty J. Johnson Lot 12

(Signature) Ken Slater Lot 23
(Signature) Susan P. Slater Lot 23

Date October 26, 1982 Date October 26, 1982 Date October 26, 1982

Hursey Construction Company, Inc., By *(Signature)* Jack M. Hursey Lot 14

Date Oct. 26, 1982