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NISQUALLY PINES DIVISION NO. 1

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

LANDS-WEST, INC., a Washington corporation, and a Washington Limited Partnership, being the owners of the following described real property situate in the county of Thurston, State of Washington, to-wit:

Nisqually Pines Division No. 1, according to plat thereof recorded in Volume 16 of Plats, pages 39, 40, 41, & 42, records of said county,

do hereby certify and declare that the following restrictions and conditions are hereby imposed on said real property, to-wit:

A. Building Restrictions and Limitations. Except for such lots as may be dedicated or used for community purposes or common usage or may be owned by the non-profit corporation, if any, to which the roads in said division may be transferred, each lot within said Nisqually Pines Division No. 1 shall be used for residential or camping purposes only and only one single-family dwelling, and such outbuildings as are reasonably necessary to such residential single-family dwelling purposes, may be constructed or maintained on each such lot; provided, however, that Lands-West, Inc., may use one lot in said division and a building thereon as a real estate office; and provided further, however, that no lot or portion of a lot within said division may be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of said division may be less than the one required for the use district in which such portion of this division is located.

1. All buildings constructed, placed or maintained, permanently or temporarily, for residential purposes on any such lot shall be of permanent, nonmobile construction; provided, however, that such buildings may consist of house trailers or mobile homes if each such structure on said lots is landscaped on the sides thereof facing any road in said division, such landscaping to be completed within one (1) year of placing each such house trailer or mobile home on such lots in a manner similar to the reasonable landscaping of permanent structures thereon. No residential dwelling shall be constructed, placed or maintained on any such lot unless the enclosed ground-floor area thereof, exclusive of open porches, patios, garages and other areas, contains 480 square feet or more, provided that house trailers or mobile homes are excepted from this requirement.

2. The work of constructing all structures on each such lot shall be prosecuted diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished, which finish shall in any event be within twelve (12) months from the commencement of construction.

3. No building shall be constructed, placed or maintained on any

*Lands-West Inc.
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Seattle, WA 98119*

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lot so that any part thereof is nearer than twenty-five (25) feet from the front lot line of said lot or from any street or road, except that buildings constructed, placed or maintained on corner lots abutting two streets may be located within ten feet (10') of one of the two streets. No building shall be constructed, placed or maintained on any lot so that any part thereof is nearer than twenty-five feet (25') to the rear lot line or nearer than ten feet (10') to any side lot line of the lot involved.

B. Livestock. No animals, livestock or poultry shall be raised, bred or kept on any of such lots, except that dogs, cats and other household pets may be kept thereon, if they are not kept, bred or maintained for any commercial purpose.

C. Nuisances. No noxious or offensive activity shall be carried on upon any of such lots, the Nisqually River or any lake in or adjacent to said division, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots in the area. No outboard motors shall be used on said lakes except by agents or employees of Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may be transferred; electric motors may be used by lot owners or their guests at speeds not to exceed five (5) miles per hour. No firearms shall be used within said division or on said river or said lakes. No commercial or business activity of any kind may be conducted on or in connection with said river or said lakes, the use of said river and said lakes being limited to that incidental and reasonable to the residential use of said lots.

D. Rubbish and clearing. No such lot shall be used or maintained as a dumping or storage ground for rubbish or any unsightly material. Trash, garbage or other waste shall be kept 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. Under no circumstances may lot owners or their guests dispose of rubbish, trash, garbage, waste or other material in said river or said lake. No limbs or debris from lot clearing shall be placed in road right-of-ways.

Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may be transferred, shall have the right but not the obligation to enter upon and cut grass and hay from any vacant lot in said division.

E. No dwelling or outbuilding incident thereto shall be used for residential purposes, temporarily or permanently without using the area's water system and until a septic tank and drainfield or other sewerage disposal system is connected thereto or completely contained therein, with toilet facilities entirely within the residential dwelling or outbuilding and is in operation and approved by the applicable governmental agency.

F. No "For Sale," "For Rent" or other sign indicating intended disposition of any property interest may be placed upon any such lot, except that after three (3) years from the initial sale of any such lot, lot owners or purchasers or their agents in the event of efforts to resell any said lot may place thereon not more than one "For Sale" sign, the same not to exceed 12"x18".

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This provision, however, shall not apply to Lands-West, Inc., or its agents, pending the initial sale of said lots. "No Trespassing" signs may not exceed 9" x 18" in size.

G. No boat house whatsoever shall be constructed, placed or maintained on said lakes. Without the prior consent of Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said plat may have been transferred, no dock or float shall be constructed, placed or maintained in said lakes beyond twenty feet (20') from the line of extreme high water of any of said lakes.

H. No septic tank, septic tank drainfield or other use that may contaminate or tend to contaminate a well, may be located within one hundred feet (100') of any existing or future well, so long as the same may be used as a source of public water supply. No wells shall be allowed except those owned and operated by Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may have been transferred. No septic tank or drainfield or other sewerage disposal system may be located within one hundred feet (100') of the line of extreme high water of said river or any of said lakes, and any septic tank and drainfield sewerage disposal system on any lot must be installed in accordance with specifications of the applicable governmental agency.

I. Culverts. Where access roads to lots cross a ditch in the community road right-of-way, twelve inch (12") culverts twenty feet (20') in length must be installed in accordance with Thurston County regulations.

J. Fires. There shall be NO CAMPFIRES, except within approved installations on community areas. Permits for all brush and trash burning must be obtained from the appropriate governmental agency.

The aforesaid restrictions and conditions shall run with said real property and shall be binding on all parties and persons claiming under them from the date this instrument is recorded until an instrument signed by the record owners of sixty-five percent (65%) of the area of Nisqually Pines Division No. 1 at any particular time is recorded whereby the signers thereof agree to change such restrictions and conditions in whole or in part.

If any party hereto, or such party's heirs or assigns, shall violate any of said restrictions and conditions it shall be lawful for any other person or persons owning any of said real property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions or conditions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. The undersigned shall not be obligated to enforce any of the terms of this instrument, and all instruments or conveyances signed by the undersigned with respect to any such property shall be deemed subject to the restrictions and conditions set forth herein, and the undersigned shall not be or become liable for the breach of said restrictions and conditions by any other than the undersigned.

The invalidation of any one of said restrictions and conditions shall in no way effect any of the other provisions herein, but the same shall remain in full force and effect.

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IN WITNESS WHEREOF, this instrument is executed this 9th day of July, 1969.

T & V LAND VENTURE, a Washington
Limited Partnership

LANDS-WEST, INC.

BY Phillip S. Tracy
Phillip S. Tracy

BY Robert C. Lorentz
Robert C. Lorentz, President

BY Marie C. Tracy Phillip S. Tracy
Marie C. Tracy *her attorney in fact*

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 9th day of July, 1969, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT C. LORENTZ to me known to be the President of LANDS-WEST, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

James J. Butler
Notary Public in and for the State of
Washington, residing at Issaquah.

STATE OF WASHINGTON)
)ss
COUNTY OF)

On this day of July, 1969, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared PHILLIP S. TRACY, to me known to be the General Partner of T & V LAND VENTURE, a Washington Limited Partnership, and MARIE C. TRACY, his wife, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to and did execute the same on its behalf.

Witness my hand and official seal hereto affixed the day and year in said certificate above written.

James J. Butler
Notary Public in and for the State of
Washington, residing at



THURSTON COUNTY
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DECLARATIONS OF CHARGES, ASSESSMENTS AND LIENS

DECLARATION, made the 10th day of July, 1969, by LANDS-WEST, INC.,
a Washington Corporation,

W I T N E S S E T H :

WHEREAS, LANDS-WEST, INC., is the present owner or contract vendee of the following-described real property situate in Thurston County, State of Washington, to-wit:

Nisqually Pines Division No. 1, according to plat thereof recorded in Volume 16 of Plats, pages 39, 40, 41 and 42, records of said county,

and

WHEREAS, LANDS-WEST, INC., anticipates that the above-described property will be developed as an outstanding residential and resort community with a view to selling the individual residential lots thereof to third parties; and

WHEREAS, in furtherance of the general development of the above described property, LANDS-WEST, INC., has caused to be organized the NISQUALLY PINES COMMUNITY CLUB, hereinafter called the "Community Club," a nonprofit corporation organized and existing under the laws of the State of Washington, with authority to levy the charges and assessments and impose the liens hereinafter set forth with respect to such corporation; and

WHEREAS, the charges, assessments and liens hereinafter set forth are imposed upon the platted residential lots in said Nisqually Pines Division No. 1,

NOW, THEREFORE, LANDS-WEST, INC., hereby declares and establishes the following covenants, charges, assessments and liens, and imposes the same on said real property, to wit:

ARTICLE I

Provisions for Assessments

Section 1. The lots within the above-described property platted as Nisqually Pines Division No. 1 shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Community Club acting pursuant to the Articles of Incorporation and the Bylaws of said corporation, including any duly adopted amendments.

Section 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the Community Club imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such manner and for such objects and purposes as shall be determined by the Community Club.

Section 3. Charges and assessments by the Community Club shall be

Lands West Inc

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levied in equal proportions against each and every residential lot, or in accordance with services, utilities or improvements rendered directly to or for each such residential lot, hereby made subject to such charges and assessments, excluding from such charges and assessments such residential lots as may be owned by LANDS-WEST, INC., or such as LANDS-WEST, INC., may be purchasing as a contract vendee and such residential lots as may be repossessed or repurchased by LANDS-WEST, INC., and excluding platted roads and areas reserved for common usage; provided, however, that LANDS-WEST, INC., shall pay all such charges and assessments as may have been levied upon each such residential lot or lots sold by LANDS-WEST, INC., prior to repossession or repurchase by LANDS-WEST, INC.

ARTICLE II

Liens; Collection of Assessments

Section 1. Any charge or assessment levied by the Community Club against any residential lot in said Nisqually Pines Division No. 1, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such residential lot as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot.

Section 2. Any charge or assessment imposed by the Community Club upon any member who is the owner or contract purchaser of a residential lot or lots in said Nisqually Pines Division No. 1, including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot or lots.

Section 3. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots, or by the signing of a contract or agreement to purchase the same, whether from the present owner thereof or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights or redemption and homestead in such lot or lots with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Community Club shall have the exclusive right and option, at any time after the expiration of a period of six (6) months during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Community Club in the manner set forth in the Bylaws of the Community Club, the owner or purchaser of such lot shall convey to the Community Club all right, title and interest which such owner or purchaser may have in such lot. In any court proceedings to enforce such option, the Community Club shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's

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interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the Bylaws of the Community Club.

Section 4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

ARTICLE III

Membership

Section 1. Membership in the Community Club shall be as prescribed in the Articles of Incorporation and the Bylaws of the Community Club.

Section 2. Any charges or assessments herein provided to be imposed by the Community Club, including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in said Nisqually Pines Division No. 1, irrespective of owner's or purchaser's membership in the Community Club. The fact of nonmembership in the Community Club shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Community Club in accordance with its Articles of Incorporation and Bylaws.

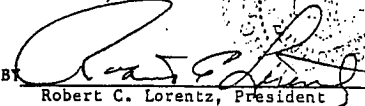
ARTICLE IV

Binding Effect of Declaration

All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land, and shall bind LANDS-WEST, INC., its successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with LANDS-WEST, INC., its successors in title, and with each of them, to conform to and observe all the terms and conditions herein contained.

IN WITNESS WHEREOF, LANDS-WEST, INC., has caused this instrument to be executed on the day and year first above written.

LANDS-WEST, INC.

BY 
Robert C. Lorentz, President

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STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 10th day of July, 1969, personally appeared ROBERT C. LORENTZ, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Donald J. Butler
NOTARY PUBLIC in and for the State of
Washington, residing at *Bozeman*