

642797

PROTECTIVE COVENANTS RELATING TO "TEMPO
LAKE GLADE" FOR RECORDING AS AGAINST

That platted portion of the south half of the northeast quarter and north half of the southeast quarter of Section 28, Township 17, N., range 1 West, W.M., EXCEPTING therefrom that part of the northwest quarter of said southeast quarter lying southwest of a line 20 feet distant northeasterly from and parallel with the northeasterly line of tract conveyed to Weyerhaeuser Timber Company by deed dated July 24, 1926, and recorded in Volume 124 of Deeds, page 274, and EXCEPTING also county road known as Collins Road hereinafter as shown on the plat map.

PART A.

PREAMBLE

The creation of the community area known as Tempo Lake Glade is to provide a peaceful and tranquil setting for residential homesites; to provide for the propagation of fish for fishing, to promote a wild life sanctuary and to permit any reasonable recreational activity not specifically restricted by the following covenants. It is the intent of these covenants to perpetuate a community that is quiet, peaceful, and retiring so that anyone may set his own pace as the name Tempo Lake implies.

PART B.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Edna B. Ritchie, Arthur M. Ritchie, Clara Snyder, and E.T. Snyder, being all of the owners of all of the property in the aforesaid Tempo Lake Glade, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to further provide for a control of structures to be erected thereon and the use of the facilities and improvements to be made, do hereby covenant and agree with each other, and for our respective heirs, administrators, executors 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.

PART C.

AREA OF APPLICATION

C-1 Fully Protected Residential Areas.

The residential area covenants in Part D in their entirety shall apply to all residential areas of the platted portions of Tempo Lake Glade with the following exceptions: The park or community use areas as hereinafter described in Part C-2 hereof, against which park areas the covenants hereinafter set forth in Part E hereof are applicable.

PART C. (continued)

C-2 Private Community Use Areas

The private community use covenants in Part E shall apply to those areas in Tempo Lake Glade designated as such on the plat map.

PART D.

RESIDENTIAL AREA COVENANTS

D-1 Land Use

All lots and improvements thereon shall be used for residential purposes only. No tenancy shall relieve the landlord from the full responsibility for performance of these covenants and payment of dues or other payments hereinafter mentioned.

D-2 Building Type

No building shall be erected except detached single-family dwellings and all one-family residences erected within designated cottage areas shall have at least 500 square feet of living area on one floor, exclusive of garage, and shall be of standard construction. One trailer house per lot in lieu of a cottage may be permitted in designated cottage areas only. On all other lots the living units shall exceed 800 square feet of floor space, exclusive of garage.

D-3 Architectural Control

No temporary dwelling of any kind (except as expressly permitted in D-2), whether basement, shack, trailer, cabin, garage, barn or other outbuilding, shall be used on any lot as a residence, except during the period of construction. Any such construction once started shall be completed to the extent of painting the exterior walls and the completion of its roof within two (2) years.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications as well as the proposed location of the structure is approved by the Park and Architectural Control Committee. Approval shall be as provided for in Part F-4.

D-4 Further Subdivision of Lots

No lot shall be further subdivided unless specifically provided for on the face of the plat map. Nor shall more than one family reside in a single living unit, except that casual guests shall not be deemed residents.

D-5 Easements

Easements for the installation and maintenance of utilities and drainage facilities where necessary are reserved across each lot, tract, or community use area and, to the extent that such is necessary, the right is reserved to each owner to temporarily enter upon the property of a neighbor to repair or replace any such utilities. However, upon completion of the repair, he must re-establish the area to approximately its original state.

D-6 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

PART D (continued)

to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot if they are bred or maintained for commercial purposes or if they become offensive to ones neighbors.

It shall be an expressed right of the park and architectural control committee to rule on what constitutes a nuisance.

D-7 Garbage, Refuse, Sewage

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept at all except in sanitary containers.

Each living unit shall have a septic tank or equivalent that shall be installed in strict accordance with the County Code. The septic tank and drain field shall be located not nearer than 100 feet from high water line of the lake unless other adequate provisions are made. The arrangement and installation of the septic facilities shall first have the approval of the Park and Architectural Control Committee, then it shall be inspected and approved by the said committee prior to backfilling of the drain field to make sure that the installation is adequate in all respects.

D-8 Docks

No dock shall extend more than 25-feet beyond ones property line into the lake.

PART E.

PRIVATE COMMUNITY AREA COVENANTS

E-1 No commercial enterprise shall be conducted on any portion of the community areas except fees for boat rental or trespassing may be charged the public to give them access to the lake for fishing privileges only.

In return for public use of the lake by fee, the Game Department has agreed to regularly plant the lake with legal size fish.

E-2 The lake level shall be controlled by the Park and Architectural Control Committee. Infrequently the lake may be lowered to provide residents an opportunity to build docks or to work on their beaches.

E-3 No noxious or offensive activity shall be carried on which becomes an annoyance or nuisance to the neighborhood. No fire works of any type or nature shall be displayed, exploded, or permitted within the community areas at any time.

E-4 No motors on boats (except electric) will be permitted to operate on Tempo Lake for recreational purposes. No hunting of wild life or the use of firearms will be permitted in Tempo Glade except: Firearms may be used by the Architectural Control Committee or their representative to protect wild life from predatory animals.

E-5 The areas within Tempo Lake Glade which have been designated as private community areas on the plat map shall be acreages owned by the non-profit Tempo Lake Corporation. The function and power of which is set forth hereinafter under Part G.

PART E. (continued)

- E-6 Fees collected for rentals or trespassing shall be done under the direction of the Park and Architectural Control Committee.

PART F.PARK AND ARCHITECTURAL CONTROL COMMITTEE

*Transfer of Function
to Board of Trustees:
See: Attachment #1*

F-1 Purpose.

The purpose of the committee is to manage the community use areas and control the installation of buildings and septic facilities or a water system so that it will promote the greatest safety, usefulness, and cleanliness to the entire area. A further function is to control disturbances and in general promote good order so that the peaceful and tranquil setting desired in the Preamble can be realized. The committee is further empowered to regulate the lake level, collect fees, and do any and all community activities which they deem helpful and beneficial to the development of Tempo Lake Glade.

F-2 Dues and Collections.

The Park and Architectural Control Committee shall collect from each lot owner or living unit on each lot, \$2.00 every two months and out of the proceeds of such bi-monthly payments pay the cost of any necessary construction and maintenance in the community areas as well as the purchase of wild life and their upkeep. The Park and Architectural Control Committee shall maintain a separate bank account for such funds and shall account for all funds collected and disbursed. An inspection of these records shall be made available to any lot owner on demand.

Any unpaid dues shall become a charge against property and shall constitute a debt to the Park and Architectural Control Committee, and no lot shall be transferred until all such charges, or any other assessments which may thereafter be levied by majority vote of owners have been paid, except that any such charges shall be junior to any mortgage on the property of the owner.

The committee shall designate a "grounds keeper" in which case the fees collected by him shall constitute his wages for maintaining the common areas.

F-3 Membership.

The Architectural Control Committee is composed of Arthur M. Ritchie, Route 5, Olympia, Washington; Byron E. Perkins, Route 5, Olympia, Washington; and John L. Bracy, 115 East State Avenue, Olympia, Washington. A majority of the committee may designate representatives 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 or its designated representative shall be entitled to any compensation for services performed as a committee 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.

F-4 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 30 days after plans and specifica-

PART F. (continued)

tions 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 the related covenants shall be deemed to have been fully complied with.

F-5 Any and all exceptions to the foregoing covenants are left to the jurisdiction of the platters alone.

PART G.

TEMPO LAKE CORPORATION

G-1 Purpose of Corporation

The non-profit corporation known as Tempo Lake Corporation is formed for the purpose of holding the community areas in common by all lot owners. Further, it provides a common means for the paying of taxes for 32 acres of private ground, used by all members, and a legal agency in which agreements, water rights, etc., can be invested.

G-2 Membership

Upon the contract purchase of a lot, the new lot owner automatically becomes a member of the Tempo Lake Corporation with the power of one vote per lot.

G-3 Dues and Assessments

For the purpose of satisfying the tax need, each member shall be assessed \$3.00 per year as dues. The proceeds shall be banked in a separate account under the corporation name and the corporation shall be responsible for paying the necessary yearly taxes as well as the nominal banking charges.

G-4 Excess of Accumulated Funds

If, at any time, an excess of funds accumulate in the corporation account, such excess shall be turned over to the Park and Architectural Control Committee the first month of each year. Such funds shall be used in a beneficial way to improve the community areas or for propagation of wild life.

PART H.

GENERAL PROVISIONS

H-1 Duration of Term

These covenants, and each and every part thereof, are deemed to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) 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. Amendments or revocation at any other time shall require signatures of all owners of lots.

H-2 Enforcement

Enforcement of these covenants 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.

PART H. (continued)

H-3 Severability

Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

ACKNOWLEDGEMENT:

State of Washington)
) ss
 County of Thurston)

This is to certify that on this
 31st day of May A.D. 1961,
 before me the undersigned, a notary public,
 personally appeared Arthur M. Ritchie and Edna
 B. Ritchie to me known to be the persons who
 executed, in part, the foregoing instrument and
 acknowledged to me they signed the same as their
 free and voluntary act for the uses and purposes
 therein mentioned.

Arthur M. Ritchie
 ARTHUR M. RITCHIE
Edna B. Ritchie
 EDNA B. RITCHIE

Maureen E. Michaels
 Notary Public in and for the State of Washing-
 ton residing at Olympia

State of Washington)
) ss
 County of Thurston)

This is to certify that on this
 1st day of June A.D. 1961,
 before me the undersigned, a notary public,
 personally appeared E. T. Snyder and Clara
 Snyder, to me known to be the persons who exe-
 cuted, in part, the foregoing instrument and
 acknowledged to me they signed the same as
 their free and voluntary act for the uses and
 purposes therein mentioned.

E. T. Snyder
 Notary Public in and for the State of Washing-
 ton, residing at Olympia

E. T. Snyder
 E. T. SNYDER
Clara Snyder
 CLARA SNYDER

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INDEXED
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G. M. Ritchie

Also Book 313
 Olympia, Wn