

DEED RECORD 166
THURSTON COUNTY

PROTECTIVE-COVENANTS

Bigelow Lake Sub-division

The following protective covenants shall apply to Bigelow Lake Addition, said property being situated in Thurston County, State of Washington, to-wit:

(a) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and one chicken house to accommodate not more than fifty chickens, said chicken house to be painted two coats of paint with the color to match the house.

(b) No building shall be erected, placed, or altered on any building plot or site in this sub-division unless the external design thereof shall coincide with the previously established form and design of building or buildings on the same plot or site.

(c) No building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than fifteen feet to any side street line. No building, except a garage or other outbuilding located eighty feet or more from the front lot line, shall be located nearer than ten feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand (6,000) square feet or a width of less than ~~thirty~~ sixty (60) feet at the front building setback line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons or any race other than the white or caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(h) No dwelling costing less than \$2,250.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred (800) square feet in the case of a one-story structure nor less than seven hundred fifty (750) square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) All dwellings or other structures erected or placed upon any building plot shall be completed as to external appearance within eight (8) months from the date of the commencement of construction and all such dwellings shall be connected to a sewer or septic tank.

(j) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(k) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(l) Invalidation of any one 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.

Esther E. Jacobson (SEAL)

Otto Jacobson (SEAL)

STATE OF WASHINGTON)
)
COUNTY OF THURSTON) SS.

I, Betty A. Murphy, A Deputy County Auditor, do hereby certify that on this 26th day of July, 1940, personally appeared before me Otto Jacobson and Esther E. Jacobson, husband and wife, to me known to be the individuals who executed the foregoing instrument, and they acknowledged that they signed and sealed the same as their free and voluntary act and deed.

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

Seal of Thurston County Auditor

Betty A. Murphy
Deputy County Auditor, Thurston County,
Washington.

#337985 Filed for record July 26, 1940 at 2:49 PM at the request of Otto Jacobson.

By Betty A. Murphy
Deputy

BUSH T. BAKER
County Auditor