WOLLOCHET HEIGHTS ESTATES

IN NW¼, SEC. 19, T 21 N., R 2 E., W. M.

PROTECTIVE COVENANTS

SPECIAL PROVISIONS

1. WATER SYSTEM

Seller agrees to install a water system for the use of Buyer and Buyer agrees to use said water system when it is installed and approved by the Public Health Department of the State of Washington. When the water system is completed in Buyer's Block and is available for Buyer's use and water is requested by Buyer, Seller will promptly arrange for a hookup to Buyer's lot or lots. Buyer agrees to pay to Seller promptly upon completion of his hookup a charge therefor not to exceed $ 85.00. From the time water is delivered to Buyer's lot by said hookup Buyer agrees to pay a monthly use charge based solely on the rates established by the Washington State Public Service Commission. Buyer and Seller agree that Seller may at its discretion continue to own, control, operate and maintain the water system, or may transfer the ownership, control, maintenance and operation to any public or private utility. Buyer and Seller further agree that Seller at its discretion may transfer free of charge ownership, control, maintenance and operation of the water system to the non-profit WOLLOCHET HEIGHT'S COUNTRY CLUB,CORPORATION, of which Buyer is a member.

PROTECTIVE COVENANTS AND RESTRICTIONS

11. A. All residences or other structures in this plat shall be not less than 1100 sq. ft. exclusive of garage, which whenever possible should be attached. All houses, garages or other buildings shall conform to the Federal Housing Administration standards. At the start of construction of the house, garage or other outbuildings the exterior must be complete within 10 months. All plans and specifications shall have the final approval of the Architectural Committee of the plat.

B. There is hereby constituted an Architectural Control Committee composed of Parker J. Buck , Parker J. Buck Jr. , W. H. Bowers, E. N. Munson . 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, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded 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.

No building or other structure shall be constructed or altered until plans and specifications for the same, including color scheme and detail, plot plan showing the location of said building or structure on the building site, and the grading plan showing grading elevations and the elevations of such buildings or structures, shall have been approved in writing by the Architectural Control Committee, or by its designated and authorized representative.

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 specifications have been submitted to it, or in any events if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants ahll be deemed to have been fully complied with.

C. Any building or structure to be erected, constructed or maintained shall be commensurate in quality with the other homes in said subdivision. No building or structure, including porches, garages or car ports, but excluding steps, shall be erected, placed, or maintained on any building site in said tract less than 25 feet from the front line thereof, and said building or structure shall, in all cases, face to the front of the building site. In cases of corner building sites, a building may front on either of the two streets adjoining said property, but the said set-back line of 25 feet shall apply to each of said streets. No main building or structure, or any projecting portion thereof, such as porches, chimneys and bay windows, shall be placed closer to any side site line than 8 feet, nor closer to any rear site line than 30 feet; PROVIDED, however, that in the case of irregularly shaped sites, the Architectural Control Committee shall determine which line shall constitute the rear line. PROVIDED, further, that with reference to such irregularly shaped sites, the Architectural Control Committee shall have the right to waive the provisions hereof concerning distances from rear lines and side lines.

D. All property in this plat shall be used for residential purposes only. No lots shall be further sub-divided.

E. View Restrictions: No hedge or fence shall exceed 5 ft. in height. No trees will be permitted of such height or character that they restrict the view, from houses built on other lots of this addition. Trees now standing shall be permitted to remain on the lots if the owner of lots upon which they are located desires, but such trees will be required to be trimmed at the expense of the owner of the lot on which they are located when requested by the owner or purchaser of any house whose view is restricted by them so that such trees shall not restrict the view to any great degree than they do as of the date of the filing of this plat.

In addition to the rights of the owners and purchaser of lots in this addition, to protect the view from their respective lots and/or houses by any lawful means, the non-profit corporation herein referred to shall provide additional means of enforcing their provisions by corporate action and by providing penalties for violations or by assessing any lot owner, who after notice, shall neglect or fail to remove the offending tree, obstruction or structure.

F. House trailer may be used as a temporary residence for a period not exceeding 10 months. No other temporary residence permitted.

G. All owners or purchasers of this addition will use only such entrances or exits that are recorded in Plat plan or such otherwise agreed too by 3/4 of all the owners or purchaser of all lots of this addition; the owners or purchaser of each lot, having one vote per lot.

111. A CERTIFICATE OF MEMBERSHIP in Wollochet Height's Country Club. Corporation; a Washington non-profit corporation is included with each lot sold. This corporation is organized to insure the property owners control over the sewage disposal, private roads, coral and bridal paths, and the maintenance of recreational facilities.
Reference is made to the articles and by-laws of the corporation for details, to be filed in the office of the Pierce County (Washington) Auditor and the Washington Secretary of State.

Parker J. Buck President
Alice E. Buck Sec

ACKNOWLEDGEMENT
STATE OF WASHINGTON) ss
COUNTY OF PIERCE)

This is to certify that on this 13 day of July A.D. 1962, before me the undersigned, a Notary Public, personally appeared Parker J. Buck and Alice E. Buck to me known to be President and Secretary respectively of the Corporation that executed the foregoing Dedication and Acknowledged to me that the said Dedication was their free and voluntary act and deed of said Corporation and on oath stated that were duly authorised to execute same and that the Seal affixed is the Corporate Seal of said Corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing at Tacoma

FILED UNDER FEE NO._____on the_____day of_____1962

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