

RESTRICTIVE COVENANTS RUNNING WITH LAND AND EASEMENTS

THIS INDENTURE and declaration of covenants running with the land, made this 10th day of June, 1964, by PUGET SOUND EXCHANGE CORPORATION, a Washington Corporation, and HUBERT B. SALLEE and MABEL P. SALLEE, his wife,

WITNESSETH:

WHEREAS, said parties are the owners in fee of Government Lot 5, Section 9, Township 27 North, Range 1, E.W.M., Jefferson County, Washington, and adjoining tidelands, and

WHEREAS, preliminary plat has been filed on said property entitled "Bridgehaven", and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now, therefore,

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon the above described real property, which property is all located in said Jefferson County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the terms hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.

2. No lot shall be used except for residential purposes unless ~~hereafter~~ hereafter zoned otherwise, in which event county minimum requirements only shall be required as to all conflicting provisions of these covenants. No building shall be erected, altered, placed or permitted to remain on any lot, as platted, other than one detached single-family dwelling not to exceed 20 feet in height on outside waterfront lots nor 30 feet on all other lots and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have 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 finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless approved by said Committee. The Architectural Control Committee is Lloyd V. Blake, John E. Hieber and Glen E. Deer. The Architectural Control Committee shall have the absolute right to restrict or prohibit the construction of any building even though such a building is not otherwise restricted or prohibited herein, if in their sole discretion such building or the placement thereof on the lot would be detrimental to the development of plat or other lot owners.

A majority of the Committee may designate a representative 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.

The Committee's approval or disapproval as required in these covenants shall be in writing.

4. No dwelling shall be permitted on any lot except in accordance with these restrictions and as approved by the Architectural Control Committee. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one-story building, nor less than 500 square feet on the first floor for a dwelling of more than one story.

5. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as may be shown on the recorded plat and, in addition, easements for drainage and utilities facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as may be shown on the recorded plat or other instrument of public record.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, provided however, that as to all lots lying West of Jefferson County Road 9E only these restrictions shall not apply during the first year of purchase of any lot from PUGET SOUND EXCHANGE CORPORATION, and the Architectural Control Committee may permit the continued use of trailers. Mobile Homes having a minimum square footage of 800' shall not be construed as a trailer.

10. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine months from date of start of construction, except for reasons beyond control, in which case a longer period may be permitted by the Architectural Control Committee.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising

the property for sale or rent, but not excluding signs used by the exclusive sales agent or a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except 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.

14. PUGET SOUND EXCHANGE CORPORATION, shall provide a reasonable source of water supply for the owners of each lot. No wells of any kind shall be allowed except those owned and operated by Puget Sound Exchange Corporation or Bridgehaven Community Club, Inc, a non profit corporation to be formed, or their successors, as the case may be, for the general water supply.

15. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Jefferson County Health Department. Approval of such system as installed shall be obtained from such authority.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

17. Enforcement 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 or both.

18. Invalidity 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.

19. The ARchitectural Control Committee shall have discretion to allow exceptions to any provision of this document.

20. All docks shall be subject to Architectural Control Committee approval as well as the approval of such government agencies having authority in such matters.

21. There shall be easements for roads for ingress and egress and for utilities for all lot owners of the said plat on all roads as shown on the plat referred to above, as well as on any plat or plats hereafter recorded by the grantors covering adjacent property. The PUGET SOUND EXCHANGE CORPORATION shall construct all roads shown on said plat or plats, construct a water supply and shall provide electric service and a 300' community beach and maintain said facilities until same are conveyed to Bridgehaven Community Club, Inc. a non profit corporation to be formed. Thereafter said Club shall maintain and operate said

facilities together with such additional recreational or other facilities as it shall by proper authorization from its membership undertake to provide. The said Club shall have the power to charge and assess its members on an equitable basis for the operation and maintenance of the said facilities originally provided by Puget Sound Exchange Corporation and to charge and assess its members on an equitable basis for such additional recreational or other facilities as shall be duly authorized by its membership for the mutual benefit of all its members. The development and construction of any beach facilities or pools shall be the responsibility of said Club.

22. There shall be an easement for ingress and egress across the beach on said plats between mean high tide and extreme low tide for beach lot owners only whose property abuts upon and includes second class tidelands.

23. All oil, gas, and mineral rights in the said land are hereby reserved to PUGET SOUND EXCHANGE CORPORATION.

IN WITNESS WHEREOF, the undersigned have affixed their signatures.

Hubert B. Sallee
Hubert B. Sallee

Mabel P. Sallee
Mabel P. Sallee

PUGET SOUND EXCHANGE CORPORATION

BY John E. Nieber
John E. Nieber - President

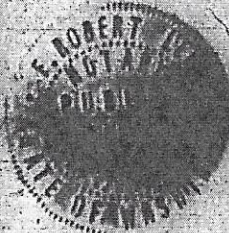
BY Lloyd V. Blake
Lloyd V. Blake - Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 14th day of June, 1964, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Hubert B. Sallee and Mabel P. Sallee, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State
of Washington, residing at Seattle.



Recorded at Request of:
After Recording Return to:

372761

THOMAS J. MAJHAN
Attorney at Law
P.O. Box 191
Port Townsend, WA 98368

RECORDED IN
VOLUME 507 PAGE 372
OF OFFICIAL RECORDS
REQUEST OF
Thomas Majhan
1994 JUN 13 PM 3:02

MARY E. GABOURY
JEFFERSON COUNTY AUDITOR
BY K. [Signature] DEPUTY

INTENT TO AMEND

RESTRICTIVE AND PROTECTIVE COVENANTS COVERING
THE PLATS OF BRIDGEHAVEN NOS. 1, 2, 3, 4, 5, 6, 7 & 8.

BRIDGEHAVEN - DIV 1

The plat of "Bridgehaven Div 1" as per plat recorded in Volume 4 of Plats, pages 57-58, Auditor's File No. 180279, records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 2

The plat of "Bridgehaven Div 2" as per plat recorded in Volume 4 of Plats, pages 61-62, Auditor's File No. 181087 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 3

The plat of "Bridgehaven Div 3" as per plat recorded in Volume 4 of Plats, pages 67-68, Auditor's File No. 181815 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 4

The plat of "Bridgehaven Div 4" as per plat recorded in Volume 4 of Plats, pages 79-80, Auditor's File No. 185554 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 5

The plat of "Bridgehaven Div 5" as per plat recorded in Volume 5 of Plats, pages 3-4, Auditor's File No. 187939 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 6

The plat of "Bridgehaven Div 6" as per plat recorded in Volume 5 of Plats, pages 7-8, Auditor's File No. 188293 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 7

The plat of "Bridgehaven Div 7" as per plat recorded in Volume 5 of Plats, pages 13-14, Auditor's File No. 189008 records of Jefferson County, Washington.

BRIDGEHAVEN - DIV 8

The plat of "Bridgehaven Div 8" as per plat recorded in Volume 5 of Plats, pages 53-54, Auditor's File No. 202962 records of Jefferson County, Washington.

All situate in the County of Jefferson, State of Washington.

WHEREAS, the above-referenced properties are subject to "Restrictive Covenants Running With The Land and Easements" which were recorded on June 10, 1964, Volume 164 of Deeds, pages 431-434, records of Jefferson County, Washington; and

WHEREAS, those covenants are binding upon all parties and persons claiming under the original grantors for a period of thirty (30) years after which time a majority of the then owners of the lots may change said covenants in whole or in part; and

WHEREAS, there are presently 152 lot owners within the above-described properties commonly known as Bridgehaven; and

WHEREAS, the Board of Directors of the Bridgehaven Community Club, Inc., are circulating a document for the lot owners to sign indicating their consent to change or modify the above restrictive covenants; and

WHEREAS, 113 of said lot owners consent to change and modify the above restrictive covenants, now, therefore

FOR VALUABLE CONSIDERATION, the undersigned do hereby consent that paragraph 16 of the original Restrictive Covenants referred to above is deleted in its entirety and the following substituted in its stead.

16. Amendments: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of one year from the date these covenants are recorded, after which time said covenants shall be automatically extended for periods of one year 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.

IN WITNESS WHEREOF, the undersigned have affixed their signatures.

BRIDGEHAVEN COMMUNITY CLUB, INC.

Dave Mathis
DAVE MATHIS, President

Audrey E. Bryan
AUDREY BRYAN, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

I certify that I know or have satisfactory evidence that DAVE MATHIS and AUDREY BRYAN are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of BRIDGEHAVEN COMMUNITY CLUB, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20 day of June, 1994.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at
PORT TOWNSEND. My commission expires 7/1/96

