

939560

5<sup>00</sup>

THURSTON COUNTY  
OLYMPIA, WASH.

PROTECTIVE COVENANCE

FOR

SCOTT LAKE PLATS

THURSTON COUNTY, WASHINGTON

939560

JUN 18 4 15 PM '75

REQUEST OF *M. Kelson*  
C. WESLEY LEACH, AUDITOR  
DEPUTY  
*2/177*

PART A

These protective covenants made by the Scott Lake Maintenance Co., Inc. for the sound development of the property, maintenance of value, control of structures thereon, all for the benefit and welfare of the persons residing therein.

PART B

AREA OF APPLICATION

- Scott Lake Division I, Recorded Vol, 14, P, 14
- Scott Lake Division II, Recorded Vol, 14, P, 28
- Scott Lake Division III, Recorded Vol, 14, P, 44
- Scott Lake Division IV, Recorded Vol, 14, P, 75
- Scott Lake Division V, Recorded Vol, 14, P, 109
- Scott Lake Division VI, Recorded Vol, 15, P, 83
- Scott Lake Division VII, Recorded Vol, 16, P, 89

PART C

AREA COVENANTS

BUILDINGS

1. Floor and elevation plans of all structures must be submitted to the Architectual Committee for their approval before construction is started.
  - A. 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 permanent residence.
  - B. Floor plan must be drawn to scale in a standard architectural manner, but not necessarily by an architect.
  - C. Elevation plan must be drawn to scale, not necessarily the same scale as the floor plan.
2. Storage buildings, additions, or external remodeling shall be considered as a building.
3. Structures must be completed and painted externally within six (6) months from starting date.

MOBILE HOMES

1. Allowed in Divisions I, II and III only.
2. Will meet minimum size requirements.
3. Must be connected to a county approved septic system prior to occupancy.
4. Must be skirted and painted within ninety (90) days.

*Marle Zehner*  
12542 Champion Dr.  
Olympia, WA 98502

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TRAVEL TRAILERS, MOTOR HOMES AND CAMPERS

1. Units left on lots and occupied periodically, shall abide by rules 1 and 3, pertaining to mobile homes,
2. Self-contained units need not abide by rule 3 of the mobile homes,

TENTS

1. Not allowed in any area, unless you have sanitation system approved by the county.

MINIMUM SQUARE FOOTAGE OF LIVING AREA

Divisions I, II & III	- 480 sq. ft.	
Division IV & V	- 480 sq. ft.,	lots not bordering the golf course
	-1200 sq. ft.,	lots bordering the golf course
Division VI	- 900 sq. ft.,	lots not bordering the golf course
	-1200 sq. ft.,	lots bordering the golf course
Division VII	- 900 sq. ft.,	ground floor area

LOTS

1. Single family residence only
2. Commercial lots
  - A. Lots 8, 9 and 10, Block 7; Lots 12, 12A, 13 and 14, Block 2 all Division II, only.
  - B. No structures or buildings will be permitted without approval of the Board of Directors of Scott Lake Maintenance Company,
  - C. Application to the Scott Lake Architectural Committee must be made for consideration of building plans by the Board of Directors,
  - D. Scott Lake Building Code and Restrictions for single family residence do not apply to commercial lots,

SETBACK

It is defined as the distance from the centerline of the street to the nearest portion of the foundation eaves not to exceed 30",

1. Minimum setbacks,
  - A. Single Family Residences
    - a. Front yard - 55 feet from centerline of the street
    - b. Corner lots - 55 feet from centerline of both streets
    - c. Side yard - 15 feet total from side to lines, with a minimum of 5 feet on one side
    - d. Rear yard - 15 feet from rear property line

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- B. Private garages, carports, sheds, etc.
  - a. Front yard - 55 feet from centerline of the street
  - b. Corner lot - 55 feet from centerline of both streets
  - c. Side yard - 5 feet from property line
  - d. Rear yard - 5 feet from property line
- C. Commercial lots
  - a. Front yard - 75 feet from centerline of right of way
  - b. Side yard - 20 feet from property line
  - c. Rear yard - 20 feet from property line

**SEWAGE**

1. No dwelling shall be occupied unless connected to a county approved septic tank.
2. No "out-house" permitted on any lot in Scott Lake,
3. On lots abutting a lake or stream, septic tank and drainfield must be located at least 100 feet from water line,
4. Self-contained travel trailers must empty their tanks only in a county approved septic tank or receiving tank.
5. No dumping of sewage on open ground or make shift tanks will be allowed.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

**VARIANCES**

Upon petition to and recommendation of the Architectural Committee, the Board of Directors of Scott Lake Maintenance Company may grant a variance from the provisions of these restrictions, where, owing to a special condition, a literal enforcement of these provisions would result in unnecessary hardship, and the following conditions exist:

1. That the minimum setback requirements are unreasonable or unduly arbitrary as applied to the use,
2. That either a decrease in the minimum setback requirements would not adversely affect the surrounding property, or an increase is necessary in order to avoid adversely affecting surrounding property.
3. That either the increase or decrease would clearly result in better site planning.

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MISCELLANEOUS

1. No poultry, rabbits or livestock shall be kept or maintained on any lot.
2. Lots must be maintained in a reasonably clean and sightly manner. It is the responsibility of the owners to care for their lots and plots therein, to kill, destroy and/or remove grass, weeds, rodents, predatory animals and any unsightly or obnoxious things; failure to comply may result in action necessary or desirable in the opinion of the Board of Directors of Scott Lake Maintenance Company to keep the property clean and in good order; and to make and collect all charges from owners.
3. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants and restrictions are recorded; after which time, they shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners are recorded agreeing to changing said restrictions and covenants in whole or in part.

Merle G. Kehn  
 Merle G. Kehn, President

Lavelle Mickelberry  
 Lavelle Mickelberry, Secretary

STATE OF WASHINGTON, }  
 County of Thurston } ss.

On this 14th day of June, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MERLE G. KEHN and LAVELLE MICKELBERRY to me known to be the President and Secretary, respectively, of

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 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.

Doris F. Hill  
 Notary Public in and for the State of Washington,  
 residing at Olympia

FORM 282, ACKNOWLEDGMENT, CORPORATION

Jul 21 9 44 AM '81

REQUESTED BY  
SAM S. REED, AUDITOR  
DEPUTY

DECLARATION OF COVENANT

Know all men by these presents that I (we) the undersigned, owner S in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we), the grantor S herein, ~~is~~ (are) the owner S in fee simple of (an interest in) the following described real estate situated in Thurston County, State of Washington, to wit:

Parcel Code No. 12-01 within Section 33, T17N, R2W as described in VOL 413 Page 245 and Lot 26, Block 14 Scott Lake Division 4 as shown on attached Exhibit A

on which the grantor S own S and operate S a well and waterworks supplying water for public use located on said real estate, to wit:

Wells No. 1, No. 2 and No. 4 as shown on attached Exhibit A

and grantor S ~~is~~ (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate said water supply.

NOW, THEREFORE, the grantor S agree S and covenant S that said grantor S, ~~his~~ (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor S and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS Our hands this 20<sup>th</sup> day of July 1981.

Scott Lake Maintenance Co.  
Floyd H. Johnson  
President  
William A. Eastman  
Grantors S Vice President

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20<sup>th</sup> day of July 1981, personally appeared before me Floyd H. Johnson, President and William A. Eastman, Vice Pres. to me known to be the individual S described in and who executed the within instrument, and acknowledged that he (they) signed and sealed the same as to be free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Sorothy M. Rogers  
Notary Public in and for the State of Washington, residing at Olympia

MACROFILMED

JUL 23 1981

CENTRAL SERVICES

File to ENV. Dept  
8107210026






**Amendment  
to  
Protective Covenance  
for  
Scott Lake Plats  
Thurston County, Washington**

February 13, 1989

The protective covenance for Scott Lake Plats, Thurston County, Washington as recorded with Thurston County on June 18, 1975 is hereby amended in that "Community Areas" shall be added to: PART C, Lots.

**3. Community Areas**

- A. Owned by and for the sole use of Scott Lake property [lot] owners in accordance with current use policies.
- B. Community Areas are listed on page two of this amendment.

  
James J. Murphy  
President

THURSTON COUNTY  
OLYMPIA, WA  
02/16/89 09:58 AM  
REQUEST OF: MURPHY, J  
Sam S. Reed, AUDITOR  
BY: JULIE, DEPUTY  
\$7.00 AMENDCOV

Vol: 1628 Page: 193  
File No: 8902160027

**MICROFILMED**



1. Parcel: 72810006600  
Legal: Lot 66 Scott Lake Number 7  
Use: Community water storage at Champion Drive near Lake View Court
2. Parcel: 72810006700  
Legal: Lot 67 Scott Lake Number 7  
Use: Community water storage at Champion Drive near Lake View Court
3. Parcel: 72781402600  
Legal: Lot 26 Blk 14 Scott Lake Division 4  
Use: Community water wells and pump house at Scott Creek Drive and Scotlac Drive
4. Parcel: 72792100900  
Legal: Lot 09 Blk 21 Scott Lake Division 5  
Use: Community water storage at Champion Drive and 123rd Avenue
5. Parcel: 12733120100  
Legal: 33-17-2W PT NE4 BEG SLY COR L67 Blk 01 of Scott Lake Division 2  
Use: Community water-front park at Scotlac Drive
6. Parcel: 72760104000  
Legal: Lot 40 Blk 01 Scott Lake Division 2  
Use: Community path across creek between Trevue Avenue and Scotlac Drive
7. Parcel: 72781401300  
Legal: Lot 13 Blk 14 Scott Lake Division 4  
Use: Community underground water main supply line at Scott Creek Drive and Scotlac Drive
8. Parcel: 72760501200  
Legal: Lot 12 Blk 05 Scott Lake Division 2  
Use: Community Playfield at Scott Creek Drive between 114th Way and Trevue Avenue

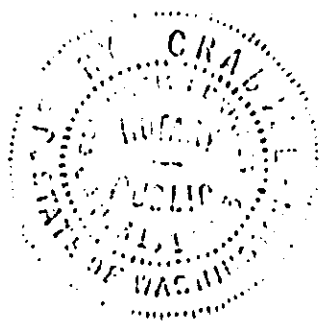
**Amendment  
to  
Protective Covenance  
for  
Scott Lake Plats  
Thurston County, Washington**

February 13, 1989

**State of Washington  
County of Thurston**

**On this 15th day of February 1989, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned, James J. Murphy personally appeared to me known to be the President of the corporation that executed the foregoing instrument signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.**

**Dated: February 15, 1989**



*J. Craigh*  
**Notary Public  
My appointment expires  
1/31/1993**

**MICROFILMED**

**Vol: 1628 Page: 195  
File No: 8902160027**

PROTECTIVE RULES  
AMENDING COVENANTS  
FOR

SCOTT LAKE PLATS  
OLYMPIA  
THURSTON COUNTY, WASHINGTON

PART A

These protective rules are hereby adopted by the Board of Trustees, Scott Lake Maintenance Co., Inc., for the sound development of the property, maintenance of value, control of structures thereon, all for the benefit and welfare of the persons residing therein.

PART B

AREAS OF APPLICATION

Scott Lake Division I, Recorded Vol. 14, Pg. 14  
Scott Lake Division II, Recorded Vol. 14, Pg. 28  
Scott Lake Division III, Recorded Vol. 14, Pg. 44  
Scott Lake Division IV, Recorded Vol. 14, Pg. 75  
Scott Lake Division V, Recorded Vol. 14, Pg. 109  
Scott Lake Division VI, Recorded Vol. 15, Pg. 83  
Scott Lake Division VII, Recorded Vol. 16, Pg. 89

PART C

SETBACKS

This is an amendment of Protective Covenant filed on June 18, 1975, Vol. 694, Pg. 04 through Pg. 07, file no. 939560.

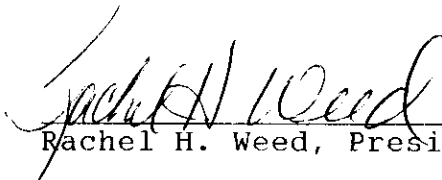
1. Minimum setbacks.
  - A. Single Family Residences
    - a. Front yard - 20 feet from right-of-way easement or property line.
    - b. Side yard - 6 feet.
    - c. Rear yard - 10 feet.
    - d. Corner lots shall meet front yard setback requirements.
  - B. Commercial and non-residential
    - a. Front yard - 25 feet from right-of-way easement or property line.
    - b. Side yard - 10 feet.
    - c. Rear yard - 10 feet.
    - d. Corner lots shall meet front yard setback requirements.

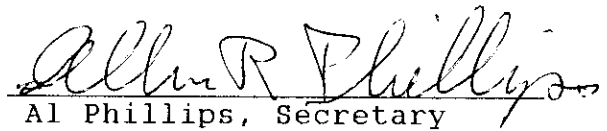


MISCELLANEOUS

This is a new rule to be added to previously adopted covenants and/or rules adopted on June 14, 1975.

- 4. All small-scale home businesses proposed to be located in the Scott Lake community must first apply to the Scott Lake Maintenance Company's Board of Trustees for approval. Applicants must provide the Board of Trustees with evidence of the Thurston County Planning Department's approval of the proposed business. Business operators must also maintain, at all times, compliance with Thurston County's requirements for Exempt Home Occupations or Administrative Home Occupations permits, whichever is deemed applicable. Thurston County zoning does not permit Home-Based Industries in the Scott Lake development. The initial approval of the Board of Trustees shall be based upon a determination whether the proposed business would have a detrimental effect on the surrounding development and will give reasonable consideration to the opinions of neighboring property owners.

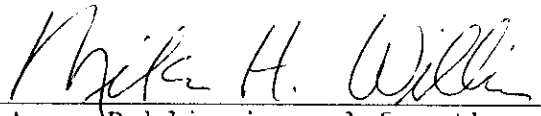
  
 Rachel H. Weed, President

  
 Al Phillips, Secretary

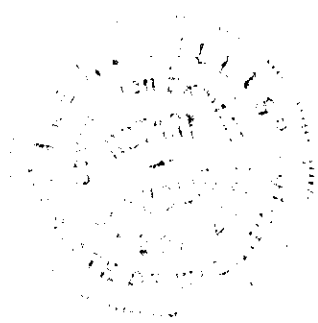
State of Washington  
 County of Thurston

I certify that I know or have satisfactory evidence that Rachel H. Weed and Al Phillips are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 12, 1996

  
 Notary Public in and for the  
 State of Washington residing  
 at Tumwater

My appointment  
 expires March 29, 2000



3035089  
 Page: 2 of 2  
 06/12/96 04:30P  
 Thurston Co, WA

RETURN ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please print neatly or type information

**Document Title(s)**

Amending Covenants \_\_\_\_\_  
\_\_\_\_\_

**Reference Numbers(s) of related documents**

\_\_\_\_\_ Additional Reference #'s on page \_\_\_\_\_

**Grantor(s)** (Last, First and Middle Initial)

Scott Lake Plats #1-7 \_\_\_\_\_  
Scott Lake Maintenance Co. Inc \_\_\_\_\_

Additional grantors on page \_\_\_\_\_

**Grantee(s)** (Last, First and Middle Initial)

Public \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional grantees on page \_\_\_\_\_

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

\_\_\_\_\_ Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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08/12/1997 04:35  
Thurston Co. WA

PROTECTIVE RULES  
AMENDING COVENANTS  
FOR  
SCOTT LAKE PLATS  
OLYMPIA  
THURSTON COUNTY, WASHINGTON

PART A

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Scott Lake Division I, Recorded Vol. 14, Pg. 14  
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Scott Lake Division VI, Recorded Vol. 15, Pg. 83  
Scott Lake Division VII, Recorded Vol. 16, Pg. 89

MOBILE HOMES

This is a new rule to be added to previously adopted covenants and/or rules adopted on June 14, 1975.

5. An approved Building Permit is required prior to the installation of any mobile home on any lot. Approval of any used mobile home by the Architectural Committee may require an inspection prior to its movement into the subdivision and shall be contingent upon compliance with all applicable county and state regulations.

MISCELLANEOUS

These are new rules to be added to previously adopted covenants and/or rules adopted on June 14, 1975, and June 12, 1996.

5. All garbage/trash cans and recycling bins shall be removed from the roadside within twenty-four (24) hours of pick up by normal commercial service. The grounds around the area where garbage/trash cans and recycling bins are left for pick up at the roadside shall be kept clean and free of debris which may come from or out of the garbage/trash cans and recycling bins.



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06/12/1997 04:35P  
Thurston Co, WA

6. All garbage and trash shall be regularly removed from lots and shall not be allowed to accumulate in such a manner or volume so as to become unsightly or a hazard to human health.

Heather A. Highmiller  
Heather Highmiller  
President

Janice McCormick  
Janice McCormick  
Secretary

State of Washington  
County of Thurston

I certify that I know or have satisfactory evidence that Heather Highmiller and Janice McCormick are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6-9-97

Mika H. Willis  
Notary Public in and for the  
State of Washington residing  
at Tumwater

My appointment  
expires March 29, 2000

