

February 2018

Cover Sheet for Tamoshan Community Covenants

The original Tamoshan Homeowners' Association (THOA) covenants were created in 1973. Minor amendments were adopted by the community in 1974 and in 2017. The following three documents, which are filed with the Thurston County Auditor's Office, constitute the official, legal Tamoshan Community covenants:

1. Original covenants (Thurston County Auditor's receiving number 901546)
2. 1974 Amendments (Thurston County Auditor's receiving number 910548)
3. 2017 Amendments (Thurston County Auditor's receiving number 4600873)

All three documents are incorporated into the unofficial document below for ease of reading. Only the opening paragraph, which contains legal descriptions of the Tamoshan Homeowners' Association and the documents themselves, has been omitted. No representations or warranties are made with respect to the accuracy or completeness of the unofficial document below, which has been prepared for convenience only. For legal or other considerations please consult the official documents on file with the Thurston County Auditor's office.

**PROTECTIVE COVENANTS APPLICABLE TO AND FOR RECORDING AS
AGAINST TAMOSHAN, DIVISIONS 1 and 2**

ARTICLE I. AREA OF APPLICATION

- A. Residential Area. The residential area covenants in Article II of this declaration in their entirety shall apply to all lots included in Tamoshan Division 1 and the real property covered thereby, and to each subsequent division of Tamoshan, and the real property covered by plat of each subsequent division of Tamoshan, as the plat thereof is dedicated, and as the plat of each subsequent division is recorded with the Auditor of Thurston County, excluding, however, those areas designated on the plat of Division 1, and each subsequent division thereof as park areas or community beach areas, and those lots specifically designated on such plats for purposes other than residential.
- B. Park Area. The park area covenants in Article III of this declaration in their entirety shall apply to all areas included in the plat of Tamoshan, Division 1, and the real property included therein, and each subsequent division of Tamoshan, and the real property covered by the plat of each such subsequent division of Tamoshan, as each such plat is recorded with the Auditor of Thurston County.

ARTICLE II. RESIDENTIAL AREA COVENANTS

- A. Land Use and Building Type. No lot shall be used for any purpose other than residential. No building shall be altered, erected, placed or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two stories in height. On waterfront lots, lots 1 through 7 inclusive, additional stories may be permitted by the Architectural Control Committee, and a private garage or carport. No lot within said plat shall be divided for any purpose save and except for the purpose of increasing the size of building sites by providing two building sites from three lots. No more than one residence shall be constructed on any lot.
- B. Architectural Control. No building or other permanent structure shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. In any case where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restriction, the proper and orderly development of such lot shall be effected with the purview of these covenants so far as possible and the architectural control committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plan of development. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set-back line unless similarly

approved, nor shall any fence be erected at a height of more than five feet.

- C. Building Location. No building shall be located on any lot nearer than 10 feet to the front lot line or to the side street line of a corner lot, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot line nearer than 20 feet to the rear lot line or nearer than 7 feet to any side lot line. For the purpose of this covenant, chimneys, steps, eaves, gutters, bay, bow, or oriel windows, uncovered porches or paved terraces shall not be considered to be a part of the building; provided, however, that no such appendage to a building, with the exception of a paved terrace shall be permitted within 5 feet to any side lot line, nor shall this provision be construed to permit any portion of a building on a lot to encroach upon any other lot.
- D. Sight Distance at Intersections. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points 10 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation shall apply to any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such line.
- E. Easements. An easement is hereby reserved for and granted to existing utility providers and their respective successors and assigns under and upon the exterior 7 feet of front and rear boundary lines and upon the exterior 2 ½ feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with utility services together with the right to enter upon the lots at all times for the purposes stated. An easement is hereby further reserved for and granted to Thurston County for all drainage and sewer line connections shown on the plat other than those located within the public ways shown on said plat for the purpose of installing, laying, constructing, renewing, operating and maintaining drainage and sewerage facilities for said subdivision and other property adjacent thereto.
- F. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground service exclusively.
- G. 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 to the neighborhood.
- H. Temporary Structures. No structure of a temporary character, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either

temporarily or permanently.

- I. Completion of Structures. All buildings commenced on any lot shall be completed not later than one year after construction is commenced.
- J. Mobile Homes and Travel Trailers. No mobile home or travel trailer shall be permanently located on any lot, nor shall any mobile home or travel trailer be parked on any of the streets within the subdivision for a period longer than 7 days.
- K. Signs. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during construction, and signs by the homeowner himself or his authorized representative advertising the property for sale or rent.
- L. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, and other ordinary household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
- M. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for garbage. 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 materials shall be kept in a clean and sanitary condition. No garbage shall be disposed of by burning.
- N. Water Supply. Water shall be supplied to each lot by Thurston County or respective successors, and no water supply system shall be installed upon or permitted to remain upon any lot, except that wells may be established and maintained to provide water for recreation purposes including maintenance of the Tamoshan Recreation Beach Area, and for display purposes.
- O. Sewage Disposal. A sewage system and disposal system connecting to the sewage system of Thurston County or respective successors is provided to each lot by sewer lines owned by Thurston County, and no private septic tank or cesspool system shall be constructed on or permitted to remain on any lot within the subdivision. This restriction shall not bar use of existing septic tank systems or temporary septic tank systems pending completion of the county sewage collection system only.

ARTICLE III. PARK AREA COVENANTS

- A. All areas designated as park areas or community beach areas on Tamoshan Division I and on all subsequent plats of divisions of Tamoshan together with the real property described in Exhibit B shall be used exclusively for park purposes and are hereby dedicated to the general use for such purposes of the owners of all lots with Tamoshan, and each division thereof, and their successors in interest.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

- A. Membership. The architectural control committee shall be composed of a three-member

panel elected by the Board. A majority of the committee may designate a representative to act for it. In the event of the 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 after the sale of 80% of the lots in Tamoshan, 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 as herein defined.

- B. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its powers in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations which shall apply uniformly to said subdivision if it shall determine that such regulations are necessary with respect to the enforcement of these covenants. In the event the committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within 30 days after the submission thereof, 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 compliance with the related covenants shall be deemed to exist.

ARTICLE V. GENERAL PROVISIONS

- A. Community Club. The dedicator agrees to cause a corporation to be organized under the laws of the State of Washington, as a non-profit corporation, to be known as Tamoshan Homeowner's Association, Inc. The owner of each lot within Tamoshan Division I and each subsequent division thereof shall be a member of the said corporation and membership in such corporation shall be contingent upon the ownership of a lot within said subdivision, and the sale of any such lot, or a contractual agreement for the sale of such lot coupled with a possessory right in such lots shall automatically constitute a person entitled to said possession under such contractual agreement a member of such corporation and terminate the qualification of the prior owner thereof of membership of such corporation.
- B. Responsibility of Corporation. The said corporation shall acquire title to the park areas and the community beach areas to which reference has been made herein, and shall hold title for the benefit of the owners of the lots within said subdivision, shall have the right to establish reasonable restrictions on the use of said areas for the general benefit of the owners of all such lots, and said corporation shall have the power to make reasonable assessments against each lot within Tamoshan, Division 1, and subsequent divisions of Tamoshan excepting lots acquired by the corporation for use as parks or community areas, to pay the costs of developing and maintaining such areas and paying the taxes thereon.

ARTICLE VI. LIEN FOR ASSESSMENTS

The said corporation, Tamoshan Homeowner's Association, Inc., shall have a lien upon any and all lots for the reasonable assessments to be made by said corporation pursuant hereto for the development and maintaining the community areas, and the said corporation shall have all rights of lienors as provided by the laws of the State of Washington with respect to materialmen's liens. All such liens, shall, however, be junior, inferior and subordinate to any mortgage on the property made by the owner of such lot.

ARTICLE VII. FURTHER DEDICATIONS AND RESTRICTIONS

The general plan for the development of Tamoshan contemplates an integral unit of residences surrounding Tamoshan without breaks in the alignments of the residences and without through traffic streets insofar as is possible and accordingly, no sewer or water line shall be connected across any lot for access beyond the perimeter area of Tamoshan without the written consent of the owner-dedicator, nor shall any lot be used for or dedicated as a street or other public way to areas outside of Tamoshan without the written consent of the dedicator. Such consent shall not be unreasonably withheld by the dedicator provided the plan for the development of such area outside of Tamoshan conforms to the general plan for the development of Tamoshan, the capacity of the water and sewer lines are adequate to permit such extension without in any way limiting such services to areas within Tamoshan, and provided the owner of such area adjacent to Tamoshan reimburses the dedicator for a reasonable part of dedicator's costs in extending the water and sewer lines to the point at which a connection is made to service such area outside of Tamoshan.

ARTICLE VIII. MODIFICATIONS OF COVENANTS

- A. These covenants may be modified by an instrument in writing signed by the owners of more than two-thirds of the lots included within Tamoshan Division 1, and any subsequent division of Tamoshan which may have been platted from time to time.

ARTICLE IX. TERM, ENFORCEMENT AND CONSTRUCTION

- A. Term. These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless an instrument signed by two-thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- B. Enforcement. 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 for such violation.
- C. Severability. Invalidation of any 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.