

l. 164, page 428 & 429

GRANT OF EASEMENT

HUBERT B. SALLEE and MABEL P. SALLEE, his wife, for valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain and sell to Puget Sound Exchange Corporation, a Washington Corporation, its successors and assigns a Fifty (50') foot easement for ingress and egress and parking over and across the following described real property situated in Jefferson County, Washington, to-wit:

Government Lot 1, Section 16, Township 27

North, Range 1, EWM.

PUGET SOUND EXCHANGE CORPORATION shall have the right to establish the center line of said fifty foot (50') strip and from time to time change the same so long as the center line when finally established as permanent is located as near as possible to the center of the spit on said Government Lot 1 as established after dredging.

This easement is for the benefit of PUGET SOUND EXCHANGE CORPORATION, its successors and assigns and for the benefit of that portion of Government Lot 5, Section 9, Township 27 North, Range 1, E.W.M. lying Easterly of Jefferson County Highway 9E situated in Jefferson County, Washington, and is intended to and shall run with the land.

PUGET SOUND EXCHANGE CORPORATION for valuable consideration does hereby grant, bargain, sell and establish a fifty foot (50') easement for ingress and egress over and across that portion of Government Lot 5, Section 9, Township 27 North, Range 1, E.W.M., and shall establish the center line of said fifty foot (50') strip as near as possible to the center of the spit on said Government Lot 5 as established after dredging.

This easement is for the benefit of the successors and assigns of PUGET SOUND EXCHANGE CORPORATION and for the benefit of those who purchase lots in the spit located on a portion of said Government Lot 5, Section 9, Township 27, North, Range 1 E.W.M. and is intended to and shall run with the land.

DATED this 7th day of July, 1964. Signed:

[original signed by] Hubert B. Sallee

[original signed by] Mabel P. Sallee

PUGET SOUND EXCHANGE CORPORATION

By _____

President

By [original signed by] Lloyd V. Blake, Secretary

Vol. 164, page 431-434

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 as 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 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 purpose unless 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 owners. A majority of the Committee may designate 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 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. [Original] These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for 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.
- [Article 16 was amended June 10, 1994, to read: These covenants are to run with the land and shall be binding on all parties and all 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. [See below for documentation.]
- 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. Invalidation of any one of these covenants by judgement 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 tides 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.

[original signed by] Hubert B. Sallee

[original signed by] Mabel P. Sallee

PUGET SOUND EXCHANGE CORPORATION

[original signed by] John E. Hieber - President

[original signed by] Lloyd V. Blake - Secretary

STATE OF WASHINGTON)

ss.

COUNTY OF KING)

On this 11th 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 know 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.

[original signed by] F. Robert Lee
Notary Public in and for the State of Washington, residing at Seattle.

Vol. 164, page 435
STATE OF WASHINGTON)

ss.
COUNTY OF KING)

On this 10th day of June, 1964, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN E. HIEBER and LLOYD V. BLAKE, to me known to be the President and Secretary respectively of PUGET SOUND EXCHANGE CORPORATION, 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

[original signed by] F. Robert Lee
Notary Public in and for the State of Washington, residing at Seattle.

Vol. 507, page 371-372

June 10, 1994 AMMENDMENT

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 situated in the County of Jefferson, State of Washington.

Vol. 507, page 371-372

RESTRICTIVE AND PROTECTIVE COVENANTS

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

[original document signed by] Dave Mathis, President

[original document signed by] Audrey E. Bryan, Secretary

STATE OF WASHINGTON

COUNTY OF JEFFERSON

The original document was notarized on June 10, 1994, recorded as document 372761, June 13, 1994, with the Jefferson County Auditor.

It was signed by the Auditor and recorded in Vol. 507, page 371