

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR GLEN COVE PROPERTIES  
PIECE COUNTY, WASHINGTON.

DALE C. KOOLEY, JEROME B. HAUGEN, and DR. RICHARD E. GILBERT have caused that certain plat of GLEN COVE PROPERTIES to be recorded at Volume 19, Page 46, Book of Surveys, under Pierce County Auditor's Fee Number 1246, records of Pierce County, Washington, as the parties in interest in and to the real property described in such subdivision. In order to clarify questions arising under said subdivision, such parties desire to state the following declarations of covenants and restrictions as to the described private subdivision.

Now, therefore, in consideration of the premises, and the mutual covenants herein after set forth, the undersigned certify and declare that the protective restrictions and reservations herein after described shall, except as herein after otherwise be provided, inure to the benefit of and be binding upon each and every lot now owned by the parties hereto in the subdivision of GLEN COVE PROPERTIES, and shall apply to and be binding upon the respective owners of such lots, and upon their successors in interest.

Such covenants and restrictions shall be as follows:

1. These covenants are to run with the land and shall be binding upon all parties hereto, and all persons claiming under them until June 1, 1997 at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property included in this addition to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, and either enjoin him or them from so doing, or to recover damages or other dues for such violation. In addition to the rights of the owners and purchasers of lots in this subdivision to enforce these covenants, GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION, a Washington non-profit corporation, herein after described, shall also have the right to enforce these covenants for the benefit of its members.

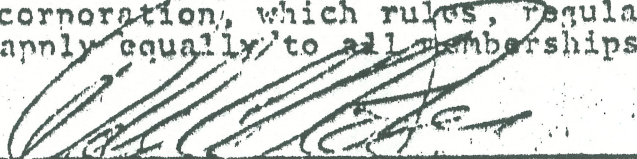
3. In validation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.


4. All lots in this subdivision shall be used for residential purposes only. Further, no mobile homes or modular mobile homes shall be erected on any of the lots in said subdivision.

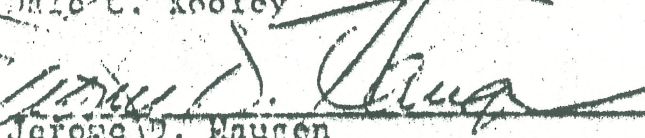
5. All private roads as shown in the subdivision herein shall forever provide free ingress and egress to the owners of lots in said subdivision, their invitees and licensees, to any and all tracks contiguous thereto, or to which they lead, and shall be maintained by GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION, a Washington non-profit corporation. Said GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION shall have all powers to assess property

owners given by the Articles or Bylaws as here before or hereafter established by said corporation, which rules, regulations, payments and Bylaws shall apply equally to all memberships.

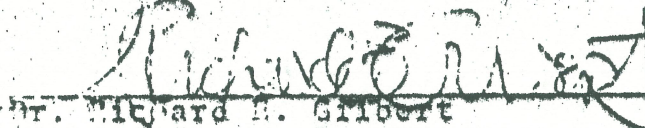
6. All owners or purchasers of lots in the described subdivision shall become members of GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION, a Washington non-profit corporation, and by acquiring said ownership interest shall become bound by the rules, regulations, assessments and Bylaws of said corporation as established by the Board of Directors of GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION. And further, said owners and purchasers acknowledged that the benefits and responsibilities of membership in GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION are a covenant running with the land and that membership in said association may be terminated only by conveying title to said lot or lots. Membership shall include the obligation to pay dues and assessments as established by the Board of Directors in accordance with the Bylaws of the corporation as they may now exist or hereafter be lawfully amended, as recorded in the Pierce County Auditor's Office and with the Secretary of State of the State of Washington. There shall be one membership in GLEN COVE PROPERTIES MAINTENANCE ASSOCIATION for each lot within the described subdivision and each membership shall be appurtenant to the title and shall be transferable only as a part of the transfer of the title to said lot. Each such membership shall entitle the fee owners and contract purchasers of any lot or lots within GLEN COVE PROPERTIES subdivision, the residents thereon and their families to enjoy the benefits of the corporation, subject to the rules, regulations, payments and Bylaws as may now or hereafter be established by the corporation, which rules, regulations, payments and Bylaws shall apply equally to all memberships.

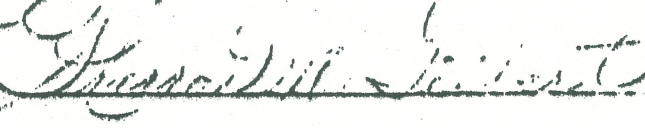
  
Dale C. Kooley

  
Lawrence S. Kaley

  
Jerome W. Maugen

  
Jerome W. Maugen

  
Richard H. Gilbert

  
Richard H. Gilbert

STATE OF WASHINGTON )  
County of Pierce ) ss.

On this day personally appeared before me DALE C. KOOLEY and \_\_\_\_\_, to me known to be the individuals described in and who executed the within and foregoing instrument acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED and SWORN to before me this 28 day of June, 1977.

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_