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THURSTON COUNTY

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REGU.  
SAM

*Sam Ward*  
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DECLARATION OF PROTECTIVE AND  
RESTRICTIVE COVENANTS FOR  
ANDREW'S THIRD ADDITION,

AN ADDITION TO THURSTON COUNTY, WASHINGTON

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The Good-Ward Corporation, a Washington Corporation, Owner and Developer of said real property, which subdivision is known as Andrew's Third Addition, as recorded in Book 23 of Plats at Pages 7+8, records of Thurston County Auditor, Washington, do hereby publish and declare that the following covenants and restrictions of said plat of Andrew's Third Addition, as presently platted, and to all future additions thereto, that said covenants and restrictions shall run with the land and they affect all of said property and the subsequent purchasers, occupants, encumbrancers, and owners thereof.

1. INTENT

The undersigned hereby certify and declare that the covenants and restrictions herein contained are established for the development, improvement, maintenance and protection of the real property described above and designed for the mutual benefit of and pertain and pass to each and every building site therein, and shall bind all persons, who at any time, and from time to time, purchase, lease, encumber, or own any of said real property.

THE GOOD-WARD CORP  
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2. PROHIBITED AND PERMITTED USES

All property in Andrew's Third Addition shall be used solely and exclusively for private, one-family residence purposes, with appurtenant garages and outbuildings. A building site shall consist of not less than one lot as shown on the recorded plat, unless such a lot is further divided by platting or short platting in compliance with applicable law and all improvements required for the higher residential density have been made or installed in accordance with Thurston County, Washington, and any applicable municipal corporation standards and requirements at no expense to either Thurston County, Washington, any applicable municipal corporation or the developer.

3. ANIMALS

No animals shall be kept or permitted on any of said real property except for household pets. No commercial operation involving animals of any kind, including any type of fowl, shall be permitted upon said real property at any time.

4. CONDITION OF PREMISES

Each lot shall be maintained in a clean and sightly condition at all times, free from all litter, junk, inoperative cars or trucks, containers, equipment or building materials, except that the keeping of reasonable amounts of building materials and equipment on a lot during construction shall be permitted. All refuse shall be kept in sanitary containers, which shall be regularly emptied. No noxious or offensive activity shall be permitted on any lot, nor shall anything be permitted on the lot which may be or become a nuisance or unreasonably interfere with the use or enjoyment of any other property in the plat.

5. RESIDENCES

A residence shall consist of a site ("stick") built house with a minimum of 1000 square feet, including garage, or a manufactured or mobile home may be placed on the lot for use as a single-family residence (provided only one single residence shall be placed upon any one lot), provided said manufactured or mobile home is factory built, double wide style, not more than five (5) years new, with horizontal lap siding and composition roofing, which is suitably subset and skirted with harmonious skirting materials within thirty (30) days after said mobile home is placed upon said lot. However, nothing herein contained shall prohibit the storage or parking upon a lot of one motor home or camping or travel trailer, regardless of size or design, provided that it is not used for residence purposes while parked or stored upon said lot.

6. DURATION OF COVENANTS

These covenants shall run with the land and be binding upon the owners of all land in said subdivision for a period of ten (10) years from the date of recording of this Declaration of Protective Covenants, at which time said Covenants and Restrictions shall automatically terminate UNLESS agreements signed by the then owners of the majority of the lots as shown on the plat of said subdivision shall be filed with the Auditor of Thurston County, Washington, extending, altering and/or amending the same in whole or in part.

7. VIOLATIONS AND RIGHT TO ENFORCE

The covenants and restrictions herein contained, or as hereinafter amended or modified, shall be for the benefit of each and every lot in Andrew's Third Addition. The owner of any such lot shall have the right at law or in equity to enforce such covenants and restrictions, and each of them by such violation may, and to enjoin any violation thereof, and any owners specially damaged by such violation may, in addition to all other remedies, be covered compensation or damages for any such violation. Should any one or more of competent jurisdiction, invalidation or such covenants or restrictions shall not be deemed to invalidate the remaining covenants and/or restrictions.

IN WITNESS WHEREOF, the undersigned, as the Owner and Developer, hereby execute this Declaration of Protective Covenants on this 7<sup>th</sup> day of JANUARY, 1987.

THE GOOD-WARD CORPORATION

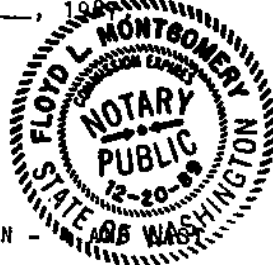
BY: [Signature]  
WILLIAM T. GOOD, PRESIDENT

BY: [Signature]  
JOHN R. GOOD, VICE-PRESIDENT

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me WILLIAM T. GOOD and JOHN R. GOOD, respectively of THE GOOD-WARD 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 this 7<sup>th</sup> day of JANUARY, 1987



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at [Address]

DECLARATION -