

After recording return document to:

Rainier General Development  
c/o Doug Bloom  
PO Box 627  
Rainier, WA 98576

Document Title: DECLARATION OF PROTECTIVE COVENANTS

Grantor(s) (Last name first, then first name and initials):

1. Bloom, Douglas R. \_\_\_\_\_
2. BRANDYWINE SORD. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. Additional name(s) on page \_\_\_\_\_ of document.

Abbreviated Legal Description (i.e. lot, block, plat or section, township, range):

Brandywine Subdivision, Rochester, WA. \_\_\_\_\_

Actual legal is one page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel Number: 13502210200, 13502210300

Section, Township, Range: S 2 \_\_\_\_\_, T 15 \_\_\_\_\_, N, R 3W \_\_\_\_\_ (E or W), W.M.

Fronting Street: 183RD Ave. SW

Cross Street: Apricot



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DECLARATION OF  
PROTECTIVE COVENANTS  
BRANDYWINE SUBDIVISION  
ANY AND ALL FUTURE DEVELOPMENTS

THIS DECLARATION, made on the date hereinafter set forth by Rainier General Development, Inc., hereinafter called "Declarant."

WHEREAS, the Declarant is the Owner of certain property near the Town of Rochester, County of Thurston, State of Washington, which is more particularly described as follows:

Brandywine Subdivision,  
County of Thurston, State of Washington

The following covenants are imposed pursuant to a general plan for the benefit of all lots and each and every building site therein and shall bind all persons together with their respective successors in interest, who may at any time and from time to time own said property.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling one detached garage, shop or storage building for non-commercial use and one storage shed not exceeding 120 square feet.

2. ARCHITECTURAL CONTROL COMMITTEE is composed of the following: Douglas R. Bloom and Barry R. Bridges. A majority of the committee may designate a 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to these covenants. At any time 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 or duties. The general purpose of the control committee is to enforce the herein covenants.

3. DWELLING QUALITY AND SIZE. The main floor of all residences in this plat shall consist of not less than 1100 square feet, exclusive of a two-car garage. All houses, garages or other structures shall conform to the Uniform Building Code and shall have the design approved by the Architectural Control Committee. Any dwelling or structure erected or placed or planned on any residential lot in this tract shall be completed as to external appearance, including finish painting within one year from date of start of construction, except for reasons beyond control in which case, a longer period may be permitted. The exterior color and finish of the dwelling and any other structures shall be to the standards and color charts as set by the Architectural Control Committee.

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4. OTHER APPURTENANCES. No structure of a temporary nature, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any residential lot at any time, as a residence. Personal travel and boat trailers will be permitted and located only in the back yard of the lots.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

6. GARBAGE AND REFUSE DISPOSAL. 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. Trash cans shall be kept out of sight except on the days prescribed for trash pick up.

7. No machinery, appliances or structures shall be placed, parked, operated or maintained on any lot except as may be usual and customary in connection with the construction and maintenance of a private residence. No excavation of stone, sand, gravel or earth shall be made on said premises unless such excavation is necessary in connection with the erection of any approved structure thereon.

8. No billboards, sign, or advertisements may be erected or maintained on any lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each tract or lot as sold and conveyed, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale and/or lease.

9. No commercial business of any type shall be conducted from any residence, except for a private office or in home business, located therein, which must have no exterior signs or other visible exterior evidence that it is being utilized as such.

10. No unlicensed vehicles or recreational vehicles are allowed to be parked on the streets or in the front yard of the lots or driveways of such subdivision. No non-operable vehicles are to be stored on any lot.

11. If the purchaser or owners of said lot, or their grantees, heirs, and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in the general vicinity of this property to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin him or them from doing and/or to recover damages for such violation; and the failure of the owners of the real estate situated in the general vicinity of this property to enforce any restriction herein set forth at the time of the violation, shall not be deemed to be a waiver of the right to do so thereafter, or for subsequent or other violation.

12. No vehicles are to be parked on the street for more than 48 hours.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept -- provided they are not kept, bred or maintained for commercial purposes on any lot.



14. No trees shall be cut on the lot with a diameter of four inches or larger as measured eighteen inches above the ground without approval of the Architectural Control Committee.

15. No containment fences shall be allowed in the front yard, being described as that portion of the yard between the front corner of the residence and the public streets nor shall any containment fences be allowed to be built closer than 10 feet in any side yard that adjoins any street except for lots 1 and 21. These two lots shall be required to keep and maintain the existing rail fence in new condition as constructed. No fences over six feet tall will be allowed. All fences shall be constructed to professional industry standards and maintained as such. Decorative borders and dividers may be allowed in the front yard if presented to the Architectural Control Committee for approval.

The undersigned officer of the corporation (developer) herewith signs this 28<sup>th</sup> day of July, 1997.

RAINIER GENERAL DEVELOPMENT, INC.

By: Douglas R. Bloom  
Douglas R. Bloom, President

STATE OF WASHINGTON  
COUNTY OF THURSTON

On this 28 day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas R. Bloom, to me known to be the President of Rainier General Development, Inc., 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal the day first above mentioned.



Charmayne S. Frost  
Notary Public in and for the  
State of Washington, residing in Rainier

Brandywine Subdivision Covenants  
more particularly described as follows:  
Brandywine Subdivision,  
County of Thurston, Washington  
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