



PROTECTIVE COVENANTS APPLICABLE TO AND
FOR RECORDING AS AGAINST

BRENTWOOD

PART A

DECLARATION OF PURPOSE--PARTIES MAKING

The Capital Development Company, No. 1 Sleater-Kinney Plaza, Olympia, Washington, through its duly elected and authorized officers, Robert L. and Dorothy L. Blume, Olympia, Washington, hereby declare that these protective covenants are made to provide for the sound development of the property described below in Part B-1 to the end that such property will be uniformly developed, the character of the neighborhood and the maintenance of value levels will be conducive to the raising of the desirability of the property as a residential area all for the benefit of the health, safety and welfare of the homeowners therein.

PART B.

AREA OF APPLICATION

The residential area covenants in Part C in their entirety apply to the following described property:

That part of the West 1/2 of the NE 1/4 of Section 28, Township 18 North, Range 1 West, W. M. lying West of County Road known as Ruddle Road EXCEPTING therefrom the North 432.75 feet and EXCEPTING also the south 300 feet;

and the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 18 North, Range 1 West, W.M.; EXCEPT the North 150 feet thereof, and EXCEPT the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and EXCEPT also the West 150 feet of the South 510 feet of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4.

Said delineated property also known in its entirety as Brentwood.

PART C.

RESIDENTIAL AREA COVENANTS

C-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, not to exceed two stories in height and a private garage for not more than three cars.

C-2 Architectural control. No building shall be erected, placed or altered on any lot, nor shall any clearing, grading, or other preparation of the lot for building be commenced, until the construction plans and specifications and a plan showing the intended preservation of the natural growth and trees, and 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 or if non then exist in harmony with the topography and natural surroundings of the area considering future buildings, 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 nearer to any street or interior line than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3 Dwelling cost, quality and size. No dwelling shall be permitted on any lot at a cost of less than \$14,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story.

C-4 Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines herein established. No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 20 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 fifty feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building: PROVIDED, That this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

If the natural elevation of the lot along established minimum setback lines is more than either 8 feet above or 4 feet below the established roadway level along the abutting street the architectural control committee (1) may, at its option, require that any building shall be located farther from the front lot line or side street line than the established minimum setback line if it deems it necessary to enhance the appearance of such property or other properties, or (2) may permit, by approval in writing, any building to be located nearer the front lot line or side street line than the established minimum setback line if such location will not detract materially from the appearance and value of such property or other properties but in no event nearer than 15 feet: PROVIDED, that the power granted in alternative (2) of this paragraph shall not be exercised unless the committee first finds that the procedures of subdivision (1) are not feasible.

Such committee may permit by approval in writing, or it may require, any building to be located nearer an interior lot line than the established minimum line if such location will not materially detract from the appearance and value of such property and other properties but in no event nearer than 5 feet.

C-5 Driveways. The plans and specifications shall provide for and there shall be constructed and maintained upon each lot a suitable driveway which shall be paved and shall extend from the garage or carport and dwelling so that such paved driveway shall join and make physical connection with the traveled and/or paved portion of the roadway abutting such property. All such driveways on the lot shall be paved.

C-6 Lot area and width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on a lot having an area of less than 9,000 square feet.

C-7 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-8 Nuisances. 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.

C-9 Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently: PROVIDED, That nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a liveable stage during completion of construction which must be completed, including finish painting, within six months following such occupancy.

C-10 Maximum period for construction. The maximum period for construction of a dwelling, including finish painting, shall be nine months.

C-11 Signs. No sign of any kind shall be displayed to the public view on any lot except (1) signs used by a builder to advertise the property during the construction and sales period but such signs must be used only on the property which is under such construction and sales, (2) signs used by the developer or developers or his or their agent, or (3) one sign of not more than 14 X 22 inches advertising the property for sale or rent by the owner or his agent.

C-12 Oil and mining operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-13 Livestock and poultry. 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 commercial purposes.

C-14 Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for garbage, trash, or other rubbish. Garbage, trash, rubbish, 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.

C-15 Water supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate Thurston County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

C-16 Sewage disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate Thurston County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

C-17 Protective screening. Protective screening areas are established as shown on the recorded plat, including a 20 foot strip of land on the residential lots along the property lines of Ruddle Road. Except as otherwise provided herein regarding street intersections under C-19, planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-18 Slope control areas. Slope control areas may be established by the architectural control committee when deemed necessary to protect the properties and enhance the value thereof. Within these areas no structures, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-19 Sight distance at intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D.
ARCHITECTURAL CONTROL COMMITTEE

D-1 Membership--Vacancies--Compensation--Abolition. The architectural control committee is composed of Robert L. Blume, No. 1 Sleater-Kinney Plaza, Olympia, Washington, Maureen Green, 4524 Apple Avenue, Olympia, Washington, and W. L. Stephens, 4432 Virginia Street, Olympia, Washington. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall designate a successor. Neither the members of the committee, nor its designated representative shall receive any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots may, through a duly recorded written instrument, change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties.

D-2 Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or preparation to construct has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E.
GENERAL PROVISIONS

E-1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten years unless prior to or during such ten year period an instrument signed by a majority of the then owners of the lots is or has been recorded agreeing to change said covenants in whole or in part.

E-2 Enforcement. These covenants may be enforced by proceedings at law or in equity against any person, firm corporation, or association violating or attempting to violate any covenant either to restrain violation or to compel compliance, or to recover damages.

E-3. Severability. If any provision or provisions of these covenants shall be held by judicial decision to be invalid as to any person or circumstance, such invalidity shall not affect any other provision or its application to any other person or circumstance.

**PART F.
ATTESTATIONS**

This is to certify that we the undersigned of full age and citizens of the United States acknowledge that we have read the foregoing covenants consisting of four pages and that we sign the same as our own free and voluntary act and deed for the uses and purposes therein mentioned.

Auditor's File No. 670722
Auditor's File No. 670723
Recorded December 18, 1962

Brentwood, Division No. Three

AMENDMENT TO PROTECTIVE COVENANTS MADE BY CAPITAL DEVELOPMENT
COMPANY AND OTHERS RECORDED ON AUGUST 22, 1961

The undersigned, being a majority of the owners of the lots and future lots in Brentwood described in Part B of the Protective Covenants made by Capital Development Company And Others recorded by Capital Development Company on the 22nd day of August, 1961, under Thurston County Auditor's File No. 646501, and under authority of Section E-1 of Part I of such protective Covenants, hereby amend said Covenants in Section C-3 of Part C as follows:

On page 1 of said covenants, Section C-3, following the last line thereof, add a new sentence reading as follows:

"Notwithstanding any of the foregoing of this section, any lot or future lot which lies either in whole or in part in the North 1275 feet of the South 1575 feet of the West half of the NE 1/4 of Section 18, Township 18 North, Range 1 West, W.M., may be permitted to have a dwelling thereon at a cost of not less than \$11,000.00 and may have a ground floor area of the main structure, exclusive of one story open porches and garages, of not less than 975 square feet: PROVIDED, That such area of land and the buildings and dwellings thereon shall be subject to all other covenants and conditions contained in these protective covenants."

This certifies that the undersigned, of full age and citizens of the United States, acknowledge that we have read the foregoing amendment to the covenants hereinabove referred to and we sign the same as our own free and voluntary act and deed for the uses and purposes therein mentioned.

Auditor's File No. 670722
Auditor's File No. 670723
Recorded December 18, 1962

Brentwood, Division No. Five

AMENDMENT TO PROTECTIVE COVENANTS MADE BY CAPITAL DEVELOPMENT
COMPANY AND OTHERS RECORDED ON AUGUST 22, 1961

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On page 1 of said covenants, Section C-3, following the last line thereof, add a new sentence reading as follows:

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This certifies that the undersigned, of full age and citizens of the United States, acknowledge that we have read the foregoing amendment to the covenants hereinabove referred to and we sign the same as our own free and voluntary act and deed for the uses and purposes therein mentioned.