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Larry E. Grove, CPA, Lewis County Auditor
Chehalis, Washington

After Recording Return to:
Birchfield
921 B Middlefork Rd
Onalaska, Wa 98570

REFERENCE NUMBER(S) of related documents: **3465924, 3502618, 3541988 3498645, 3540296**

GRANTOR(S):
1. **BIRCHFIELD PLOT 1 INC., a Washington Corporation, successor by merger to Birchfield Plot 3, 4 and 5, Inc.**
2. **AYERS CONSTRUCTION INC., a Washington Corporation.**
3. **DANIEL BARDONSKI and AMANDA BARDONSKI, husband and wife.**

GRANTEE(S): **GRANTOR(S) and FUTURE GRANTEE(S)**

ABB. LEGAL DESC: **PT 23-13-1W, W.M., LCW**

ASSESSOR'S PARCEL NOS.:

1. **BIRCHFIELD PLOT 1 INC., a Washington Corporation, successor by merger to Birchfield Plot 3, 4 and 5, Inc. – Parcel #017104011001 through 017104011020 (all 20 parcel numbers), 017104124002, 017104124055, 017104124056, 017104124057, 017104124053**
2. **AYERS CONSTRUCTION INC., a Washington Corporation – Parcel #017104124051, 017104124052**
3. **DANIEL BARDONSKI and AMANDA BARDONSKI, husband and wife – Parcel #017104124053**

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
BIRCHFIELD COMMONS AND SURROUNDING PROPERTIES

The owners of Birchfield Commons and Surrounding Properties, hereinafter referred to as "Declarant", hereinafter the owners of the real property located in Lewis County, Washington and described in Exhibit "A", attached hereto, and made a part hereof by reference.

The property described in Exhibit "A" and all present or subsequent divisions thereof, including but not limited to individual parcels, and all persons having an ownership interest in

1. **Use:** The parcels shall be used exclusively for single family residential purposes.
2. **Residences:** Only one residence, plus one ancillary dwelling unit if allowed and permitted by Lewis County Code, shall be constructed on a parcel. A garage may be constructed, provided that the size, architectural style, and quality is consistent with the style and quality of the residence and otherwise subject to the provisions of this declaration.
3. **Height of Residences:** Any residence, or ancillary dwelling unit, shall not be more the two (2) stories in height.
4. **Square Footage:** The residence shall contain at least 1700 square feet of heated floor space, excluding garage, any ancillary dwelling unit and decks.
5. **Outbuildings:** Outbuildings such as ancillary dwelling units, barns, shops, greenhouses, swimming pools, decks, gazebos, tool or storage shed, RV or boat storage may be constructed, provided that the size, architectural style and quality is consistent with the style and quality of the residence and otherwise subject to the provisions of this declaration.
6. **New Materials:** All improvements shall be constructed of new materials. Rustic accents are allowed.
7. **Setbacks:** No structures shall be constructed nearer then Seventy-Five (75) feet from the front lot line, or nearer then Forty (40) feet from any side lot line.
8. **Utility Easements:** No permanent improvements shall be constructed within any utility easement
9. **Driveway:** Driveways to the residence or outbuildings which are used by vehicles shall be rock, blacktop, or concrete and maintained such that a smooth surface, reasonably free of vegetation and potholes and maintained at all times.
10. **Commercial use:** No Business or trade shall be carried out or allowed on any parcel, or any part thereof, save and except such business as may be conducted within a private residence or in an outbuilding and result in no visible outside business activity. Business activities shall not result in the presence of additional persons or vehicles, other than on an infrequent and limited basis which does not reasonably affect the residential nature of the neighborhood.
11. **Maintenance:** It shall be the duty of the owner of each parcel to maintain all of such parcel, as well as any grass, nuisance weeds or other vegetation on abutting easements or roadways, in a neat and clean manner consistent with the rest of the neighborhood.
12. **Human Habitation:** Other than the residence, and any ancillary dwelling unit, there shall be no use of any structure or vehicle for human habitation at any time, except during the nine (9) month home construction period.
13. **Parking of Vehicles:** Owners may make reasonable use of their driveways for parking of cars, pickups and vans used on a frequent basis for transportation. This provision includes cars, pickups, or vans (but not larger vehicles) owned by their employer and driven to and from their employment and not otherwise used to conduct business on the premises. All other vehicles shall be parked or stored behind the residence or outbuildings. Occasional guests may park cars, pickups, vans, and recreational vehicles in the driveway for the duration of their visit and in no event shall there be parking on landscaped areas or on the road.
14. **Disabled Vehicles:** In no event shall any motor vehicle which is mechanically unfit to be operated on a public road be allowed to remain at any parcel for more than 15 days unless such vehicle is stored inside an improvement on the property and provided the vehicle is out of sight.

provided further that appropriate fencing and sanitary measures are employed in order, among other things, to suppress odors and control flies.

17. **Garbage and Refuse Disposal:** Rubbish, trash, garbage, and other waste shall be promptly disposed of. All such materials shall be kept in closed containers and appropriately disposed of off of the above described property. Notwithstanding the foregoing and to the extent to permitted by law, leaves and untreated wood may be burned at such times as the smoke resulting from such burning does not reasonably constitute a nuisance.
18. **Offensive activities:** Noxious or offensive activities shall not be carried on or allowed upon any portion of any parcel, nor shall anything be done or maintained upon any parcel which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the parcel or adjoining parcels. Without limiting the forgoing, exposed clothes lines, garbage containers, compost storage areas and the like shall be discreetly screened to avoid unsightly appearances.
19. **View Obstruction:** Owners shall, in planning additions, outbuildings, and in landscaping avoid obstruction of the mountain view of other owners. Should questions arise in this regard, the Architectural Review Committee shall render a final decision and approve or deny plans for such improvements.
20. **Antennas and Dishes:** Owners may maintain standard television reception antennas on the roof of the residence, as well as a small direct TV type satellite receiving dishes. All other antennas or satellite receiving dishes shall be located behind the residence. Cell towers are strictly prohibited.
21. **Easement:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plat or as the same may be recorded at the time of purchase.
22. **Temporary Structures:** No structure of any temporary character, including but not limited to trailer, house-trailer, mobile home or shack shall be used on any parcel at any time with the exception of for a total of nine (9) months during construction of the residence.
23. **Oil and Mining Operations:** No drilling or development for gas or oil or quarry or mining operation of any kind shall be permitted on any parcel, nor shall gas or oil storage tanks or faculties, other then those normally associated with the residential use of the parcel be permitted on any parcel.
24. **Signs:** No sign of any kind shall be displayed to the public view on any parcel, except of not more the 24 inches by 48 inches advertising the property for sale or rent by the owner or the owner's agent, or for political support purposes.
25. **Architectural Review Committee:** A majority of the parcel owners may use majority vote, with one (1) vote for each parcel, to establish an Architectural Review Committee composed of three (3) members, whose purpose shall be to establish and enforce reasonable rules regarding the architecture and decoration on improvements on the property which is subject to this Declaration. The term of each member of the Architectural committee shall continue until resignation, death, or replacement by subsequent majority vote of the parcel owners. The committee may function with only two (2) members provided that they agree. All decisions of the Committee shall be final and binding upon the parcel owners. The guiding principle for the Architectural Review Committee shall be to preserve architectural harmony and to that end unusual architectural, and unusual decoration schemes, including but not limited to paint color and paint patterns may be denied. Owners agree to maintain the real property and

owners of each parcel entitled to one (1) vote. Any amendment shall be evidenced by a written instrument signed by owners of a majority of the parcels and recorded with the Auditor of Lewis County, Washington.

29. **Term:** These covenants are to run with the land and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded. After said time these covenants and restrictions shall be renewed automatically for the successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the parcels has been recorded agreeing to change said covenants in whole or in part, provided it is the intent of these covenants that the obligation of the parcel owners to maintain the roadway shall be perpetual, except upon vote of the parcel owners and approval by Lewis County, Washington.
30. **Enforcement:** Any parcel owner shall have the right to enforce by any proceeding at law or in equity, all provisions of this Declaration, provided, however, that written notice of the alleged violation of these covenants shall be given to at least one (1) of the owners of each of the offending parcels, which notice shall provide the allegedly offending party fifteen (15) days to correct the violation.

Therefore, these Protective Covenants, are hereby stated, adopted, affirmed and published as the Protective Covenants and Restrictions for the real properties described and referenced in Exhibit A, which is incorporated herein as if fully set forth.

Dated this 8th day of July, 2021.

BIRCHFIELD PLOT 1 INC.,
a Washington Corporation

By: VIRGIL FOX, President

AYERS CONSTRUCTION INC,
a Washington Corporation

By: MICHAEL AYERS, President

DANIEL BARDONSKI, individually

AMANDA BARDONSKI, individually

STATE OF WASHINGTON)

) ss.

COUNTY OF LEWIS)

This is to certify that on this 8th day of July, 2021, personally appeared before me VIRGIL FOX, to me known to be the President of BIRCHFIELD PLOT 1 INC., a Washington Corporation, and acknowledged this instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath states that he is authorized to execute the said instrument for said entity.

GIVEN under my hand and official seal the day and year last above written.

GINA M GODDARD
Notary Public
State of Washington
Commission # 27697
My Comm. Expires Jul 29, 2023

Gina M Goddard

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

My commission expires: 7-29-23

STATE OF WASHINGTON)

) ss.

COUNTY OF LEWIS)

This is to certify that on this 8th day of July, 2021, personally appeared before me MICHAEL AYERS, to me known to be the President of AYERS CONSTRUCTION INC., a Washington Corporation, and acknowledged this instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath states that he is authorized to execute the said instrument for said entity.

GIVEN under my hand and official seal the day and year last above written.

GINA M GODDARD
Notary Public
State of Washington
Commission # 27697
My Comm. Expires Jul 29, 2023

Gina M Goddard

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

My commission expires: 7-29-23

STATE OF WASHINGTON)

) ss.

COUNTY OF LEWIS)

On this day personally appeared before me DANIEL BARDONSKI and AMANDA BARDONSKI, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the

My commission expires _____

TPN 017104124051: Ayers Construction, Inc., a Washington corporation

Lot 1 of Lewis County Large Lot Subdivision Number LLS 17-0002 as recorded in Book 2 of Large Lot Subdivision Maps at Page 43, under Auditor's File Number 3498645, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

TPN 017104124052: Ayers Construction, Inc., a Washington corporation

Lot 2 of Lewis County Large Lot Subdivision Number LLS 17-0002 as recorded in Book 2 of Large Lot Subdivision Maps at Page 43, under Auditor's File Number 3498645, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104124053: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 4, Inc, a Washington corporation and Daniel Bardonski & Amanda Bardonski, husband and wife

Lot 3 of Lewis County Large Lot Subdivision Number LLS 17-0002 as recorded in Book 2 of Large Lot Subdivision Maps at Page 43, under Auditor's File Number 3498645, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104124057: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 5, Inc, a Washington corporation

Lot 3 of Lewis County Large Short Subdivision – Cluster Short Plat Number SP19-00002 as recorded in Book 3 of Short Plat Maps at Page 172, under Auditor's File Number 3540296,

TPN 017104124056: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 5, Inc, a Washington corporation

Lot 2 of Lewis County Large Short Subdivision – Cluster Short Plat Number SP19-00002 as recorded in Book 3 of Short Plat Maps at Page 172, under Auditor's File Number 3540296, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104124055: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 5, Inc, a Washington corporation

Lot 1 of Lewis County Large Short Subdivision – Cluster Short Plat Number SP19-00002 as recorded in Book 3 of Short Plat Maps at Page 172, under Auditor's File Number 3540296, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011001: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel A of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011002: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

TPN 017104011003: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel C of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011004: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel D of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011005: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel E of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011006: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel F of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book

TPN 017104011007: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel G of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011008: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel H of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011009: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel I of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011010: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

TPN 017104011011: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel K of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011012: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel L of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011013: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel M of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011014: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

TPN 017104011015: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel O of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011016: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel P of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011017: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel Q of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011018: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

[illegible] Adjustment Number BLA 16-0031 as recorded in Book

TPN 017104011019: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel S of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104011020: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

Parcel T of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey

TPN 017104124002: Birchfield Plot 1, Inc., a Washington corporation, successor by merger to Birchfield Plot 3, Inc, a Washington corporation

That portion of the Northwest Quarter, Northeast Quarter and Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 23, Township 13 North, Range 1 West, W.M., in Lewis County, Washington described as follows:

BEGINNING at the southwest corner of said Northwest Quarter of the Northwest Quarter; thence S89°15'01"E along the south line of said subdivision a distance of 1314.64 feet to the southeast corner of said subdivision; thence S70°51'57"E a distance of 2085.81 feet to the northerly northeast corner of Parcel B of Lewis County Boundary Line Adjustment Number BLA 16-0031 as recorded in Book 3 of Boundary Line Adjustment Maps at Page 201, under Auditor's File Number 3465924, Records of Lewis County, Washington; thence N00°02'25"E a distance of 410 feet, more or less, to the centerline of the Middle Fork of the Newaukum River; thence Northwesterly along said centerline a distance of 3,550 feet, more or less, to the west line of said Northwest Quarter of the