

BCA Covenants

Protective Covenants running with land and Easements Brinnonwold on Hood Canal, Jefferson County, Washington

This Indenture and Declaration of Covenants running with the land made this 9th day for September, 1965, by Donner Buchet and Sharon K. Buchet, his wife and Mrs. Claude L. Buchet and Mrs. Hilda Balch, Individually and as Executrix of the estate of True B. Balch, deceased.

WITNESSETH:

Whereas, the said parties are the owners in fee of the following described Real Estate which is situated in the County of Jefferson, State of Washington, To-wit:

A tract of land lying in Government lots 1 and 2, section 23, T26N, R2W, W.M (see plot map for actual description of property).

WHEREAS, preliminary plat has been filed on said property entitled "BRINNONWOLD", and **WHEREAS**, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be there-by impressed upon said land.

NOW, THEREFORE, IT IS HEREBY MADE KNOWN THAT Said parties do by these presents make, establish, confirm and impress upon the above described real property, which is all located in said Jefferson County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the terms hereinafter stated as follows:

1. The area covered by these covenants is the entire area described above. Owners reserve the right to drain all roads, streets, avenues, drives, places and paths over and across any lots where water might take a natural course after the same have been graded, and in all roads not dedicated to Jefferson County other than private roads. Also easements for installation of maintenance utilities and drainage facilities are reserved. Within these easements, no structure, planting or other material 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, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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 may be responsible. And reserve the rights to transfer all rights herein reserved to the "Brinnonwold Community Corporation, a Non-profit Corporation" to be formed for the purpose of maintaining a reasonable water supply for each lot, likewise, a community beach club with a minimum of 300 feet of beach, electric power supply sufficient to operate these facilities and any other facilities designed for the express use of the Corporation members. The owners shall have the authority to charge purchasers a reasonable maintenance charge on an equitable basis for the operation of the facilities for the hook up, etc. and to transfer the "Brinnonwold Community Corporation", when formed, the rights herein reserved to owners.

2. Owners reserve the rights to grant the same privileges as provided herein to all additions or annexations to this plat which may be located in the Government Lots 1 or 2 of section 23, Township 25 North, Range 2W, W.M Jefferson County, Washington.

3. No lot shall be use except for residential purposes unless hereafter zoned otherwise, in which event county minimum requirements only shall be required as to all conflicting provisions of these covenants. No buildings shall be erected, altered, placed or permitted to remain on any lot, as platted, other than one detached single-family dwelling garage, or car port and/or equipment house not to exceed 24 feet in height above its ground level.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may become a nuisance to the neighborhood and this includes use of any portion of the premises as a dumping ground for rubbish, trash or garbage or any other waste.

5. No Residential structure of any appraised value less than \$5,000.00 shall be erected on any lot. No part-time or full-time residence may be owned, rented or leased by any group, association or other organization.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets or horses may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or allowed to roam at large and the horses, if kept, must be maintained in a place in such a manner that it will not become a nuisance or an eye-sore to any adjoining lot owner.

7. No lot may be subdivided for any purpose by purchaser or his assignee. All buildings erected upon the lot shall be residential in character, except owners reserve right to erect a community business center. Except for the community business center, no business of any character may be advertised or signs denoting the same placed in the subdivision.

8. All ordinances of Jefferson County and all regulations of the Olympic Health District shall be followed in building construction. All buildings residential or otherwise shall be completed on exterior including paint NINE (9) months after starting date.

9. No building shall be located on any lot closer than 20 feet to the front lot line, or closer than 10 feet to any side lot line. No building shall be located closer than 10 feet to any interior lot line. No dwelling shall be located on any lot closer than 20 feet to the rear lot line.

10. No structure of a temporary character or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except that tents will be allowed for a camping period not to exceed three (3) weeks a year; and a trailer will be allowed subject to the same requirements as a residence and on condition that lot must be first provided with water outlet, septic tank, electric power line and a concrete slab subject to the approval of the Brinnonwold Community Corporation and the Olympic Health District.

11. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Olympic Health District. Approval of such systems as installed shall be obtained from such authority.

12. Every lot shall be afforded a substantially unobstructed view in an easterly direction in so far as view obstructing trees or shrubs are concerned substantially or equal to N 86 degrees E and S 86 degrees E (total 8 degrees) and 14 degrees below the horizon from the main view window of the residence located therein, and the owners of the view obstruction lot shall have the option of removing trees or the branches thereof to substantially afford the view herein specified.

13. No building shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line.

14. A membership committee shall be appointed by Brinnonwold Community Corporation when organized, and no lot may thereafter be sold to anyone without first receiving the approval of this committee.

15. There shall be no discharge of firearms or hunting of any kind in this subdivision.

16. These covenants are to run with the land and shall be binding on all purchasers, their successors and assigns. In case of a breach of any provision of the foregoing covenants and restrictions concerning any lot, tract, or parcel of this subdivision or any annexation shall revert to the undersigned, and purchasers, successors or assigns shall relinquish any and all rights to said property for all time.

17. All docks shall be subject to the approval of the Brinnonwold Community Corporation and/or the undersigned as well as the approval of such governments agencies having authority in such matters.

18. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

THIS DOCUMENT WAS RETYPED FROM A COPY OF THE ORIGINAL 1965 DOCUMENT