

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: 2000 24th Ave NW City/County: Olympia/Thurston Sampling Date: 5/30/23
 Applicant/Owner: RS Development State: WA Sampling Point: TP-5
 Investigator(s): KAM / IK'S Section, Township, Range: T18N R2W S57
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): concave Slope (%): 0
 Subregion (LRR): A Lat: 47.08620° N Long: 122.92715° W Datum: WGS 84
 Soil Map Unit Name: Alderwood Gravelly sandy loam NWI classification: PFO

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☐ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hydric Soil Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Wetland Hydrology Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Remarks: <u>Continuation of wetland A. Hung Flap WA-7A through WA-7C.</u> <u>Overcast: Flag WA-7C connects to WA-7A → WA-7B → WA-7C → DCA-8</u>		

VEGETATION – Use scientific names of plants. located near TP-4 - blown TD-4 + A-7

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100</u> (A/B)
1. <u>red alder</u>	<u>90</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
2. _____				
3. _____				
4. _____				
<u>90</u> = Total Cover				
Sapling/Shrub Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
1. <u>D. spira</u>	<u>5</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	
2. <u>Blueberry huckleberry</u>	<u>3</u>		<u>FACU</u>	
3. <u>Sala P</u>	<u>3</u>		<u>FACU</u>	
4. <u>HBB</u>	<u>3</u>		<u>FAC</u>	
5. _____				
<u>14</u> = Total Cover				
Herb Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ 5 - Wetland Non-Vascular Plants ¹ ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>lady fern</u>	<u>3</u>		<u>FAC</u>	
2. <u>Soft rush</u>	<u>10</u>	<input checked="" type="checkbox"/>	<u>FACW</u>	
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
11. _____				
<u>13</u> = Total Cover				
Woody Vine Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1. _____				
2. _____				
<u>0</u> = Total Cover				
% Bare Ground in Herb Stratum <u>80</u>				
Remarks:				

SOIL

Sampling Point: TP.5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 3/2	100					silt loam	
4-9	10YR 3/2	80					silt loam	
4-9	2.5Y 4/2	20					silt loam	
9-13+	10YR 6/1	50%	10YR 5/8	50%	C	M	silt loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- | | |
|---|---|
| <input type="checkbox"/> Histosol (A1) | <input type="checkbox"/> Sandy Redox (S5) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Stripped Matrix (S6) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) |
| <input checked="" type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Depleted Matrix (F3) |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Redox Dark Surface (F6) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4) | <input type="checkbox"/> Redox Depressions (F8) |

Indicators for Problematic Hydric Soils³:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:

Channel @ 8"

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Surface Water (A1) | <input checked="" type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> Salt Crust (B11) |
| <input type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Aquatic Invertebrates (B13) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Presence of Reduced Iron (C4) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A) |
| <input type="checkbox"/> Surface Soil Cracks (B6) | <input type="checkbox"/> Other (Explain in Remarks) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | |

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☒ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (LRR A)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches): _____

Water Table Present? Yes ☐ No ☒ Depth (inches): _____

Saturation Present? Yes ☐ No ☒ Depth (inches): _____
(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: 2000 24th Ave NW City/County: Olympia Thurston Sampling Date: 5/30/23
 Applicant/Owner: RJ Development State: WA Sampling Point: TP-6
 Investigator(s): ICAM & IKS Section, Township, Range: T18N R21W S57
 Landform (hillslope, terrace, etc.): hillside Local relief (concave, convex, none): _____ Slope (%): _____
 Subregion (LRR): A Lat: 47.0684°N Long: 122.92734°W Datum: NAD 84
 Soil Map Unit Name: Alderwood gravelly loam NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes _____ No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Remarks: <u>located N. of TP-4 in small depression w/ slough sedge</u>		

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>80</u> (A/B)
1. <u>red alder</u>	<u>70</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
2. <u>W. red cedar</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
<u>100</u> = Total Cover				
Sapling/Shrub Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
1. <u>salmonberry</u>	<u>40</u>	<input checked="" type="checkbox"/>	<u>FAC</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
<u>40</u> = Total Cover				
Herb Stratum (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation <input checked="" type="checkbox"/> 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ 5 - Wetland Non-Vascular Plants ¹ ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>slough sedge</u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>OBL</u>	
2. <u>soft rush</u>	<u>5</u>	_____	<u>FACW</u>	
3. <u>lady fern</u>	<u>10</u>	_____	<u>FAC</u>	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
<u>45</u> = Total Cover				
Woody Vine Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____
1. <u>English ivy</u>	<u>5</u>	<input checked="" type="checkbox"/>	<u>UPL</u>	
2. _____	_____	_____	_____	
<u>5</u> = Total Cover				
% Bare Ground in Herb Stratum <u>20</u>				
Remarks:				

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-7	10YR 3/1	100						
7-11	10YR 4/2	99	10YR 5/6	21	C	M		
11-16+	10Y 5/3	100	10YR 5/6	10	C	M		

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils³:

- | | |
|--|---|
| <input type="checkbox"/> Histosol (A1) | <input type="checkbox"/> Sandy Redox (S5) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Stripped Matrix (S6) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Depleted Matrix (F3) |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Redox Dark Surface (F6) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4) | <input type="checkbox"/> Redox Depressions (F8) |

- | |
|---|
| <input type="checkbox"/> 2 cm Muck (A10) |
| <input type="checkbox"/> Red Parent Material (TF2) |
| <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Other (Explain in Remarks) |

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

Secondary Indicators (2 or more required)

- | | | |
|--|--|--|
| <input type="checkbox"/> Surface Water (A1) | <input checked="" type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B) | <input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> Salt Crust (B11) | <input type="checkbox"/> Drainage Patterns (B10) |
| <input type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Aquatic Invertebrates (B13) | <input type="checkbox"/> Dry-Season Water Table (C2) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) | <input type="checkbox"/> Geomorphic Position (D2) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Presence of Reduced Iron (C4) | <input type="checkbox"/> Shallow Aquitard (D3) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input checked="" type="checkbox"/> FAC-Neutral Test (D5) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A) | <input type="checkbox"/> Raised Ant Mounds (D6) (LRR A) |
| <input type="checkbox"/> Surface Soil Cracks (B6) | <input type="checkbox"/> Other (Explain in Remarks) | <input type="checkbox"/> Frost-Heave Hummocks (D7) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | | |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) | | |

Field Observations:

Surface Water Present? Yes _____ No ☒ Depth (inches): _____Water Table Present? Yes _____ No ☒ Depth (inches): _____Saturation Present? Yes _____ No ☒ Depth (inches): _____ (includes capillary fringe)Wetland Hydrology Present? Yes ☒ No _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

While hydrology indicators present. Hydrology not present in Nov '22; present April '23; absent May '23 - indicates hydrology not present long enough to create hydric soils. ~~Water Stained~~

leaves can be created in winter (outside of growing season) & over short periods (too short for hydric soils to develop) & may not happen every year. This indicator along w/ lack of soil indicators

may not be a "normal" indicator

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: 2000 24th Ave NW City/County: Olympia/Thurston Sampling Date: 5/30/23
 Applicant/Owner: RT Development State: WA Sampling Point: TP 7
 Investigator(s): KAM & IKS Section, Township, Range: T18N R2W S57
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): concave Slope (%): 0
 Subregion (LRR): A Lat: 47.06706° N Long: 122.92731° W Datum: WGS 84
 Soil Map Unit Name: Heterogeneous gravelly loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>✓</u>	No <u> </u>	Is the Sampled Area within a Wetland?	Yes <u> </u>	No <u>✓</u>
Hydric Soil Present?	Yes <u> </u>	No <u>✓</u>			
Wetland Hydrology Present?	Yes <u> </u>	No <u>✓</u>			
Remarks: <u>TP located S. of wetland A & N. of ditch</u>					

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. <u>Big leaf maple</u>	<u>15</u>	<u>✓</u>	<u>FACU</u>	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>	Total Number of Dominant Species Across All Strata: <u>3</u> (B)
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>66</u> (A/B)
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>15</u> = Total Cover				
Sapling/Shrub Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet:
1. <u>willow</u>	<u>20</u>	<u>✓</u>	<u>FAC</u>	
2. <u>Indian Plum</u>	<u>5</u>	<u> </u>	<u>FACU</u>	OBL species <u> </u> x 1 = <u> </u>
3. <u>H. Blackberry</u>	<u>75</u>	<u>✓</u>	<u>FAC</u>	FACW species <u> </u> x 2 = <u> </u>
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>	FAC species <u> </u> x 3 = <u> </u>
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>	FACU species <u> </u> x 4 = <u> </u>
<u>100</u> = Total Cover				UPL species <u> </u> x 5 = <u> </u>
Herb Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Column Totals: <u> </u> (A) <u> </u> (B)
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>	Prevalence Index = B/A = <u> </u>
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
6. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
7. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
8. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
9. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
10. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
11. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
Woody Vine Stratum (Plot size: <u>10'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present? Yes <u> </u> No <u> </u>
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				
<u>0</u> = Total Cover				
% Bare Ground in Herb Stratum <u>0</u>				
Remarks:				

SOIL

Sampling Point: TP-7

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)							
Depth (inches)	Matrix		Redox Features			Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹		
0-4	10YR 3/1	100					silt loam
4-11	10YR 3/1	99	7.5YR 4/4	1%	C	M	silt loam
11-16	10YR 3/3	80	10YR 4/6	20	C	M	loam w/ gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 2 cm Muck (A10)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Redox Depressions (F8)	

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:	
Primary Indicators (minimum of one required; check all that apply)	Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Salt Crust (B11)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Aquatic Invertebrates (B13)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Presence of Reduced Iron (C4)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Drainage Patterns (B10)
	<input type="checkbox"/> Dry-Season Water Table (C2)
	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
	<input type="checkbox"/> Geomorphic Position (D2)
	<input type="checkbox"/> Shallow Aquitard (D3)
	<input type="checkbox"/> FAC-Neutral Test (D5)
	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
	<input type="checkbox"/> Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes _____ No ☒ Depth (inches): _____

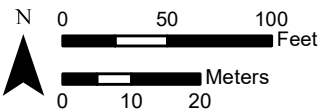
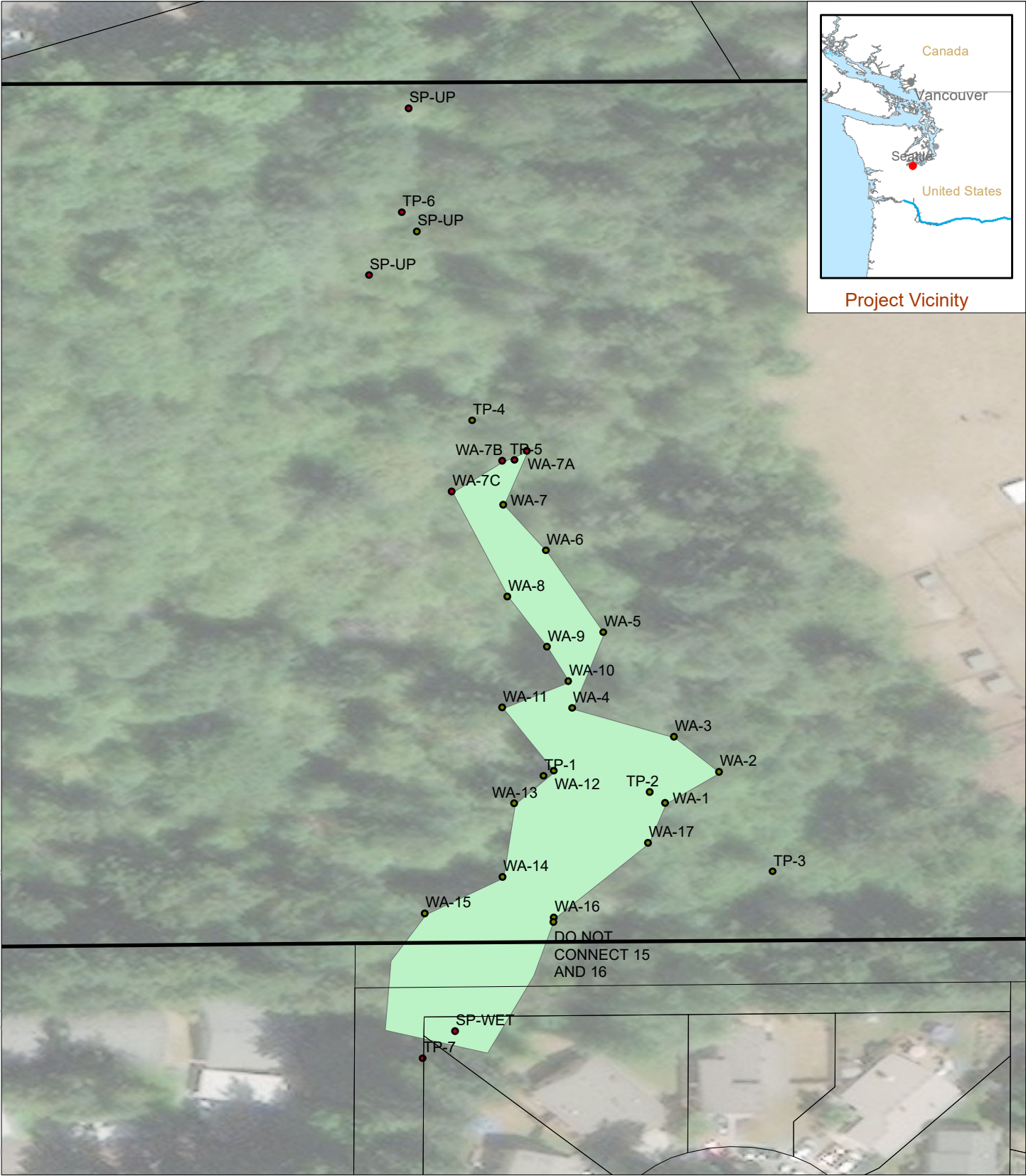
Water Table Present? Yes _____ No ☒ Depth (inches): _____

Saturation Present? Yes _____ No ☒ Depth (inches): _____ (includes capillary fringe)

Wetland Hydrology Present? Yes _____ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: _____

Remarks: _____



-  RJ Development Parcel
-  Parcels
-  Previously Hung Flags
-  New Flags
-  Revised Wetland A

BLOSSOMWOOD

DESCRIPTION

LOTS 8, 9, 22, AND 23 OF THE PLAT OF ORCHARD PARK ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 7 OF PLATS AT PAGE 37 1/2, RECORDS OF THURSTON COUNTY, WASHINGTON. TOGETHER WITH THE VACATED STREET ADJOINING SAID PROPERTY ON THE WEST.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, GEORGE L. HOM AND MERLE HOM, HUSBAND AND WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, DRIVES, COURTS, SEWER EASEMENTS, OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES CONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THE PLAT IN THE REASONABLE ORIGINAL GRADINGS OF ALL STREETS, AVENUES, DRIVES, COURTS, ETC., SHOWN THEREON.

COVENANTS AND RESTRICTIONS ARE HEREBY IMPOSED UPON THIS ENTIRE TRACT OF LAND HEREBY PLATTED AS SAME ARE RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NUMBER

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 14 DAY OF March, 1985, A.D.

George L. Hom
GEORGE L. HOM

Merle Hom
MERLE HOM

APPROVED: Claron D. Earnest
WASHINGTON MUTUAL SAVINGS BANK

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF THURSTON }

THIS TO CERTIFY THAT ON THIS 14th DAY OF March, 1985, A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED GEORGE L. HOM AND MERLE HOM, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Robert D. Dwyer
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESID-
ING IN Everett

CERTIFICATE OF SURVEYOR

I, WILLIAM M. JOHNSON, HEREBY CERTIFY THIS PLAT OF BLOSSOMWOOD, IS BASED UPON AN ACTUAL FIELD SURVEY IN THE PLAT OF ORCHARD PARK ADDITION TO OLYMPIA AS RECORDED IN VOLUME 7 OF PLATS AT PAGE 37 1/2, RECORDS OF THURSTON COUNTY, WASHINGTON, THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET; AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND WITH CAPPED IRON BARS.

William M. Johnson DATE 3/11/85
WILLIAM M. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NUMBER 7397

APPROVALS SIGNED AND APPROVED

CITY OF OLYMPIA

EXAMINED AND APPROVED THIS 16th DAY OF April, 1985, A.D.

Charles J. Smith
CITY OF OLYMPIA ENGINEER

EXAMINED AND APPROVED THIS 18th DAY OF April, 1985, A.D.

J. C. Hill
CITY OF OLYMPIA PLANNING DIRECTOR

EXAMINED AND APPROVED THIS 16th DAY OF April, 1985, A.D.

Al Hammond
CITY OF OLYMPIA MAYOR

ATTEST: Marlene Poof
CITY OF OLYMPIA CLERK

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 1985.

None in area
CITY OF OLYMPIA CLERK-TREASURER

COUNTY OF THURSTON

EXAMINED AND APPROVED THIS 18th DAY OF April, 1985, A.D.

Philip J. B. B. B.
THURSTON COUNTY HEALTH OFFICER

EXAMINED AND APPROVED THIS 18th DAY OF April, 1985, A.D.

By Marlene Poof
THURSTON COUNTY ASSESSOR

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 1985.

BY: Janet C. Callahan DATE 4-18-85
THURSTON COUNTY TREASURER

FILED FOR RECORD AT THE REQUEST OF George L. Hom THIS 18th DAY OF April, 1985, A.D., AT 22 MINUTES PAST 1:00 O'CLOCK P.M., AND RECORDED IN VOLUME 22 OF PLATS, AT PAGES 104 AND 105, RECORDS OF THURSTON COUNTY, WASH. INGTON.

Sam A. Reed
THURSTON COUNTY AUDITOR

BY: Sue Burkley
DEPUTY



LAND SURVEYOR
PUGET SOUND

BLOSSOMWOOD

CURVE DATA

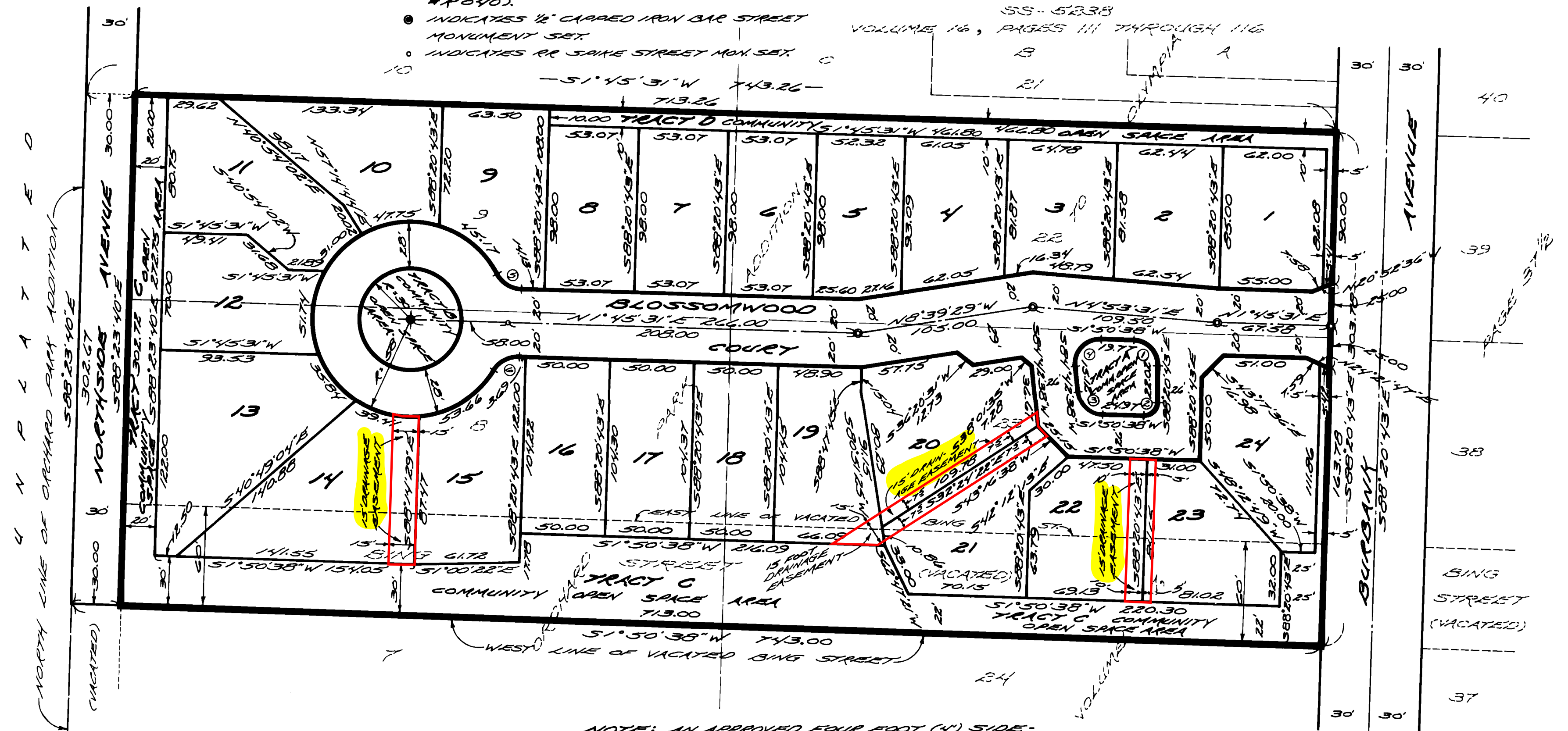
① 1.89°48'39" P: 15.00 L: 23.51	② 1.90°11'21" P: 8.00 L: 12.59	③ 1.82°52'00" P: 15.00 L: 21.69
④ 1.97°08'00" P: 15.00 L: 25.43	⑤ 1.60°26'24" P: 17.00 L: 17.93	⑥ 1.60°26'24" P: 17.00 L: 17.93

LEGEND

PLAN SCALE: 1"=50'

- INDICATES SET CITY OF OLYMPIA STANDARD MONUMENT (PLAN NUMBER #P040).
- INDICATES 1/2" CAPED IRON BAR STREET MONUMENT SET.
- INDICATES RR SPIKE STREET MON. SET.

SS-5235
VOLUME 16, PAGES 111 THROUGH 116



NOTE: AN APPROVED FOUR FOOT (4') SIDE-WALK SHALL BE INSTALLED ACROSS LOTS 1 THROUGH 9 AS A CONDITION OF BUILDING PERMIT ISSUANCE OR 5 YEARS FROM THE RECORDING DATE OF THIS PLAT, WHICHEVER COMES FIRST.

NOTES

- NO FURTHER SUBDIVISION OF ANY LOT SHALL BE ALLOWED WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- ALL LOTS SHALL TAKE ACCESS FROM THE INTERIOR PLAT ROAD. NO DIRECT ACCESS FROM BURBANK AVENUE OR NORTHSIDE SHALL BE PERMITTED TO ANY LOT IN THIS SUBDIVISION.
- COMMUNITY OPEN SPACE AREAS ARE TO BE OWNED AND MAINTAINED BY BLOSSOMWOOD HOMEOWNERS ASSOCIATION, INC., FOR THE BENEFIT OF ALL LOT OWNERS.
- CUL-DE-SAC PLANTERS SHALL BE MAINTAINED BY BLOSSOMWOOD HOMEOWNERS, ASSOC., INC., AND MAY BE ELIMINATED BY THE CITY OF OLYMPIA IF DEEMED NECESSARY FOR, OR DETRIMENTAL TO, ROAD PURPOSES AND/OR FIRE APPARATUS ACCESS AS A RESULT OF IMPROPER MAINTENANCE.

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to

Puget Sound Power & Light Company

and

Pacific Northwest Bell Telephone Company

and their respective successors and assigns under and upon the exterior 7 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated.

22/105

8504190066

30.00

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR BLOSSOMWOOD

VOL 22 pages 104-105

THIS DECLARATION, made on the date hereinafter set forth by
GEORGE L. HOM and MERLE HOM, husband and wife hereinafter referred
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Thurston, State of Washington, which is more particu-
larly described as:

See EXHIBIT "A" attached hereto and incorporated
herein by this reference.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed sub-
ject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of and which shall run with, the real property and be
binding on all parties having any right, title or interest in the
described and shall inure to the benefit of each owner thereof.

THURSTON COUNTY
OLYMPIA WASH

APR 19 2 58 PM '85

REQUE
SAM S. BELL AUDITOR
DEPUTY

George Hom
2104 Burbank St.
Oly, Wa 98502

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RECORDED

ARTICLE I
DEFINITIONS

Section 1.1 "Association" shall mean and refer to The Blossomwood Homeowners Association, a Washington non-profit corporation, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, or the contract purchaser, whether one or more persons or entities, of any lot which is part of the properties. The definition of owner excludes those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Exhibit B attached hereto and incorporated herein by this reference.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.6. "Declarant" shall mean and refer to GEORGE L. HOM and MERLE HOM, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be

effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2.2 Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

MICROFILMED

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1987.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1.

Creation of the Lien and Personal Obligations of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges, and
- (2) special assessments for capital improvements, such assessments to be established and collected as herein-after provided. The annual and special assessments, together with interest, costs, and reasonable attor-

ney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Sixty dollars (\$60) per lot. Each Owner shall, concurrent with its initial acquisition of its Class A Lot from Declarant, deposit with the Association a sum equal to one-sixth (1/6) of the maximum annual assessment allowed as a working capital fund in addition to payment of annual and other assessments.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4. Special Assessments for Capital Improvements.

In Addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership

shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4.7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner, personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL AESTHETICS

Section 5.1. Architectural Controls. In order to maintain the architectural aesthetics of the Property, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change

or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5.2. Standards for Approval. Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 5.3. Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval, or to any owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes and government regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith.

Section 5.4. Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the owners, all plans and specifications required under Section 5.1 shall be submitted in person or by mail to the following address:

Architectural Review Committee
The Blossomwood Homeowners Association
2104 Burbank Avenue
Olympia, Washington 98502

or such other address as may be designated by the Board of Directors or Architectural Review Committee.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office or home occupation.

Section 6.2. Land Use and Building Type. No lot shall be used for any purpose other than residential. No building shall be altered, erected, 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. No more than one residence shall be constructed on any lot.

Section 6.3. Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Article IX.

Section 6.4. Declarant's Use. Notwithstanding any provisions contained in this Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the Property, specifically including without limiting the generality or the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residences and development of the Property.

Section 6.5. Driveways. All garages located upon any lot shall be connected to the adjacent street by a concrete paved driveway.

Section 6.6. Completion of Structures. All buildings and structures on any lot shall be completed not later than 180 days after construction is commenced.

Section 6.7. Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that household pets may be kept on any Lot; provided, however, that they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced yards; and if taken outside of an Owner's yard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement.

Section 6.8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6.9. Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio, or other communication antennas, aerials, or microwave dishes of any type shall be placed, allowed, or maintained upon any portion of the Lots, Residences, or Common Area.

Section 6.10. Nuisances. No noxious, obnoxious or offensive activity shall be carried on in any Lot, or in the Common Area, nor shall anything be done therein which may be an annoyance or

Architectural to the Owners or occupants of the other Lots including, by way of example and without limitation thereto, maintenance of flashing lights or noise audible outside the Lot.

Section 6.11. Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from his Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.

Section 6.12. Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review

Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

Section 6.13. Visible Objects. All clotheslines, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view.

Section 6.14. Landscaping and Maintenance of Yard Area. All lots shall be landscaped in a reasonable manner in a quality manner in harmony with existing yard areas. At a minimum, front yards shall be landscaped to the following standard within 30 days from the time a residence has been completed on the lot:

Sod and/or beauty bark in the front yard plus at least ten (10) small shrubs. All landscaping visible to the public from the street is subject to approval by the Architectural Control Committee. The Architectural Control Committee may vary the above landscaping standards provided the landscaping allowed is in harmony with existing yard areas.

Section 6.15. Non-Operative Motor Vehicles, Trailers & Boats. No non-operative motor vehicles shall be parked, stored or located on any lot, driveway or on any street. Trailers and boats of any length not in excess of 25 feet may be stored or parked on the side or rear of the lot but no trailers and boats of any length may be stored or parked in front of the dwelling house or stored or parked for more

than three days in the driveway or on the street abutting said lot.

Section 6.16. Easements. Easements for installation, maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6.17. Exterior Maintenance. The exterior of the buildings and any other improvements erected on a lot shall be maintained in a quality manner in harmony with existing buildings and improvements.

Section 6.18. Open Fires. No open fires shall be permitted on any lot except for barbeque facilities.

Section 6.19. Window Drapes. All windows visible to the public from the street shall have window drapes, or blinds. The type, color and quality of window drapes shall be subject to approval by the Architectural Control Committee.

Section 6.20. Drilling & Mining Operations. Drilling or mining in any form whatsoever shall not be permitted upon or in any lot. This includes drilling, development operations, refining, quarrying or mining, and the construction of any form of derrick or structure designed for boring purposes.

ARTICLE VII

EASEMENTS

Section 7.1. Entry, Performance & Enforcement. The Association

shall have and enjoy a non-exclusive easement on, over, under, across and through, and a non-exclusive right of entry and access to, the Property and each part thereof, including the individual Lots, for the exercise or performance by the Association, and persons and organizations authorized by it, of the rights granted to, or the duties imposed upon, the Association by the provisions of the Declaration including, without limitation thereto, the right to enter in or upon any Lot for the purposes of ascertaining whether there has been, or is, compliance with, and to enforce, the provisions of this Declaration, the rules and regulations of the Association and the resolutions of the Board. Entry of a Lot pursuant to this easement shall be restricted to reasonable times and must be preceded by written notice of at least twenty-four (24) hours to the occupant unless entry is required by an emergency.

Section 7.2. Sales Program. Until such time as Declarant no longer owns a Lot in the Property, Declarant or its designated successors, their agents, employees or assigns, shall have a non-exclusive easement and right to maintain in or upon the Common Area and lots owned by it such signs and sales displays as may be required in connection with Declarant's sales program; provided however, that such use shall not unreasonably interfere with any Owner's quiet enjoyment of his Lot. Declarant, his designated successors, their agents, employees or assigns, and prospective purchasers coming to view sales models, shall also have a non-exclusive easement to use the General Common Area, for ingress, egress and parking in connection with Declarant's sales program.

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ARTICLE VIII

ANNEXATION

Section 8.1. Annexation by the Association. The Association may at any time and from time to time annex additional residential properties and common area to the Properties and may add additional members to its membership under the provisions of Article III; provided, however, that such annexations shall require the approval of at least two-thirds (2/3) of the Class A voting members, in person or by proxy, at a meeting duly called for such purpose and the approval of the Class B member thereof.

ARTICLE IX

DURATION AND AMENDMENT

Section 9.1 Duration and Extension. This Declaration, every provision herein every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified as hereinafter provided.

Section 9.2. Amendment and Modifications. Subject to Section 9.3, this Declaration or any provision hereof or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Property or any portion thereof, with the written consent of the members holding at least

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fifty-one percent (51%) of the Class A membership in the Association, and the consent of the Class B member thereof, if any, during the first twenty (20) year period of these Covenants and thereafter by not less than a majority of the Class A membership in the Association and the consent of the Class B member thereof, if any. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by Developer as required herein) in the office of the Thurston County Auditor of Thurston County, Washington.

Section 9.3. Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may not be extinguished, amended, or otherwise modified unless the written approval of the Class B member thereof, if any, thereto shall be obtained and the written consent of the members holding at least ninety percent (90%) of the Class A membership in the Association shall be obtained; Article I; Article II, Section 2.1; Article III, Section 3.2; Article VI, Section 4.3, Section 4.4; Article VII; Article VIII; and this Article IX, Section 9.3.

ARTICLE X

ENFORCEMENT

Section 10.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity

all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by the Association or Owners pursuant to Section 10.1.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and the Association shall not be liable therefor.

ARTICLE XI**EFFECTS OF DEVELOPMENT PLAN; PLATS, AND OTHER
DOCUMENTS FILED WITH THE COUNTY OF THURSTON**Section 11.1. General Information Regarding Development Plan.

The Development Plan of Blossomwood, of which the Property is a part, the preliminary or final plat and other related documents which are on record in the office of the Thurston County Auditor of the County of Thurston or other applicable governmental agency (hereinafter referred to as the "Plan"), has the effect and only the effect described by the Statutes of the State of Washington, and the rules and regulations of the City of Olympia. The Plan and related documents constitute part of the public controls imposed by the City upon developers, Owners, Residents and users of the Development and do not create, and are not intended to create, any private property or contract rights in the Owners and Residents of the Development except as such rights may be created expressly by separate contracts, deeds and other documents including this Declaration. The plan on file in the office of the said Auditor or other applicable governmental agency describes a plan of development which Declarant believes will provide maximum benefit to the Residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the Declarant, Residents, Owners, and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan

for the Development and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the City of Olympia, State of Washington.

Section 11.2. Rights Reserved. Declarant expressly reserves to itself, its successors and assigns the right to amend any Plan for the Property or any additional property which is hereafter annexed pursuant to Article VIII hereof; so long as:

- 2.1 Such amendment does not alter the Lot lines of any Lot which has been conveyed to any Owner; and
- 2.2 Such amendment does not materially reduce the amount of Common Area within the Property available to an Owner for such Owner's use and enjoyment.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Non-Waiver. Failure by the Declarant, the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 12.2. Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the

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invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

ARTICLE XIII

FHA/VA APPROVAL

Section 13.1. FHA/VA Approval. As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

RECORDED

IN WITNESS WHEREOF, the undersigned, are the owners of the properties described herein subject to these covenants, conditions and restrictions.

George L. Hom

Merle Hom

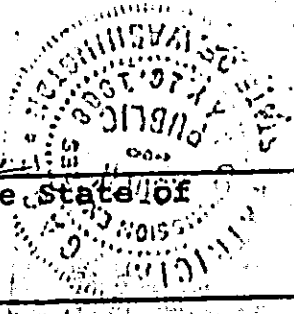
State of Washington)
County of Thurston)

On this 18th day of April, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George L. Hom and Merle Hom to me known to be the individuals described herein, and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Patricia Sage
Notary Public in and for the State of
Washington residing at

Olympia



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EXHIBIT "A"

Lots 8, 9, 22, and 23 of Orchard Park Addition to Olympia, as recorded in Volume 7, of Plats, Page 37½. Together with the vacated street adjoining said property on the west.

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Exhibit "B"

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BRACY & THOMAS, LAND SURVEYORS

A PROFESSIONAL SERVICE CORPORATION

1118 BLACK LAKE BLVD
OLYMPIA WASHINGTON 98502
PHONE 357-5583

March 7, 1985

DESCRIPTIONS FOR GEORGE HOM

Tract A, Community Open Space

That portion of Lot 23 of the Plat of Orchard Park Addition to Olympia as recorded in Volume 7 of Plats at page 37 1/2, records of Thurston County, Washington, described as beginning at a point 4.15 feet N 88° 11' 55" W of a point on the East line of said Lot 115.96 feet N 1° 48' 05" E of its Southeast corner; running thence N 1° 50' 38" E 19.77 feet; thence along a curve to the left having a radius of 15.00 feet a distance of 25.43 feet; thence S 84° 42' 38" W 15.12 feet; thence along a curve to the left having a radius of 15.00 feet a distance of 21.69 feet; thence S 1° 50' 38" W 24.97 feet; thence along a curve to the left having a radius of 8.00 feet a distance of 12.59 feet; thence S 88° 20' 43" E 22.02 feet; thence along a curve to the left having a radius of 15.00 feet a distance of 23.51 feet to the point of beginning.

Tract B, Community Open Space

That part of Lots 8 & 9 of the Plat of Orchard Park Addition to Olympia, as recorded in Volume 7 of Plats at page 37 1/2, records of Thurston County, Washington, lying within a circle having a radius of 30.00 feet the radius of which lies 6.52 feet N 88° 11' 55" W of a point on the East line of said Lot 8, a distance of 166.96 feet S 1° 48' 05" W of the Northeast corner thereof.

ENCLOSURE

BRACY & THOMAS, LAND SURVEYORS

A PROFESSIONAL SERVICE CORPORATION

1115 BLACK LAKE BLVD.

OLYMPIA, WASHINGTON 98502

PHONE 357-5593

March 7, 1985

Tract C, Community Open Space

That portion of Lots 8, 9 and 23 of the Plat of Orchard Park Addition to Olympia as recorded in Volume 7 of Plats at page 37 1/2, records of Thurston County, Washington, and of vacated street adjoining said Lots 8 and 23 described as follows: Beginning at the Northeast corner of said Lot 9; running thence N 88° 23' 40" W along the North lines of said Lots 9 and 8, and along the Westerly extension of said North lines 302.72 feet to the West line of said vacated street; thence S 1° 50' 38" W along said West line of vacated street 713.00 feet to its intersection with the Westerly extension of the South line of said Lot 23; running thence S 88° 20' 43" E along said Westerly extension and along the South line of said Lot 23 a distance of 163.78 feet; thence N 24° 21' 47" E 5.42 feet, N 88° 20' 43" W 111.86 feet, N 1° 50' 38" E 20.00 feet, N 88° 20' 43" W 32.00 feet, N 1° 50' 38" E 220.30 feet, N 62° 47' 21" E 33.00 feet, N 1° 50' 38" E 216.09 feet, S 88° 20' 43" E 17.78 feet, N 1° 00' 22" W 61.72 feet, N 1° 50' 38" E 154.05 feet and S 88° 23' 40" E 272.75 feet to the East line of said Lot 9; thence N 1° 45' 31" E along said East line of Lot 9 a distance of 20.00 feet to the point of beginning.

Tract D, Community Open Space

That portion of Lots 9 and 22 of the Plat of Orchard Park Addition to Olympia as recorded in Volume 7 of Plats at page 37 1/2 records of Thurston County, Washington, described as follows: Beginning at the Southeast corner of said Lot 22; running thence N 1° 45' 31" E along the East line of said Lots 22 and 9 a distance of 466.80 feet; thence N 88° 20' 43" W 10.00 feet, S 1° 45' 31" W 461.80 feet, N 88° 20' 43" W 82.08 feet, and S 20° 52' 36" E 5.41 feet to the South line of said Lot 22; thence S 88° 20' 43" E along said South line of Lot 22 a distance of 90.00 feet to the point of beginning.

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