

WHEN RECORDED, MAIL TO:
Gemini Development Corporation
1868 State Avenue NE
Olympia, WA 98506

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, executed this 23rd day of February, 1994, by Gemini Development Corporation, a Washington corporation, (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

Parcel 1: Lot 2 of Short Plat No. SS-2614 as recorded in Volume 26 of Short Plats, pages 515 and 516 under Auditor's File No. 9307220147.

Parcel 2: That portion of Tract "B" of Rainier Park P.R.D., Phase I as recorded in Volume 26 of Plats, pages 5 and 6, described as follows:

Beginning at the southwest corner of Lot 27 of said Plat; thence south 87°36'53" east along the south line of said Lot 27, a distance of 18.26 feet; thence south 01°27'37" west, 20.00 feet to the south line of said Tract "B"; thence north 87°36'53" west along said south line 466.58 feet to the southwest corner of said Plat; thence north 02°23'07" east, 20.00 to the southwest corner of Lot 39 of said Plat; thence south 87°36'53" east, 448.00 feet to the point of beginning.

Parcel 3: Tract "Y" of Rainier Park P.R.D., Phase II, as recorded in Volume 26 of Plats, pages 17, 18 and 19.

WHEREAS, Declarant will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on January 29, 1993 in Volume 2048, page 458, records of Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

NOW, THEREFORE, it is declared as follows:





1. All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

RAINIER PARK P.R.D. - PHASE IIIA
Site Plan Lots 135 - 138
Scale: 1"=20'-0"

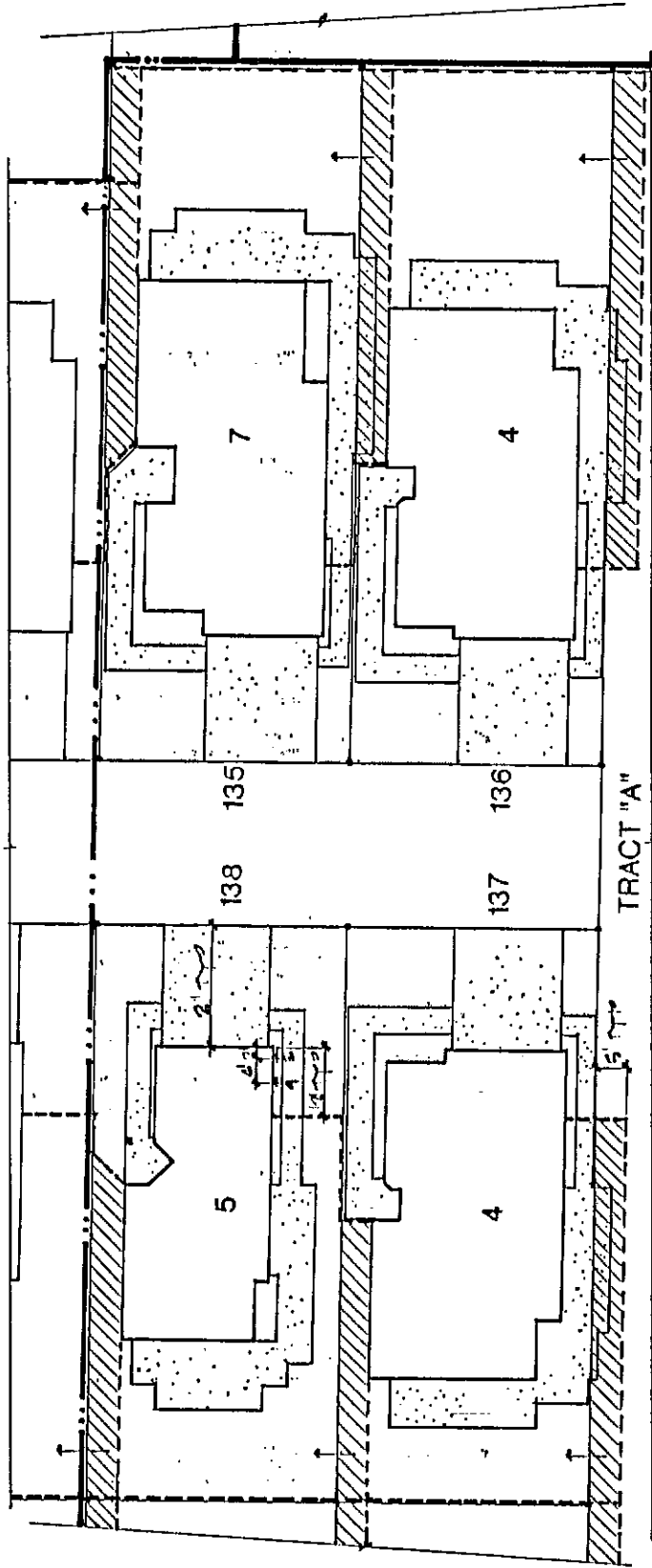
EXHIBIT A
Page 1 of 5

LEGEND

-  Property Line
-  Concrete
-  6' Cedar Fence
-  Area To Be Maintained By Association Within The Lots Servient Tenement Over That Lot In Which It Appears In Favor Of The Adjacent Dominant Tenement Lot As Noted By Arrow

*NOTE Typical Easement To Be 5 Feet Wide

SET #	PLAN #
4	3140
5	3250
7	3170



RAINIER PARK P.R.D. - PHASE IIIA
Site Plan Lots 139 - 142
Scale: 1"=20'-0"

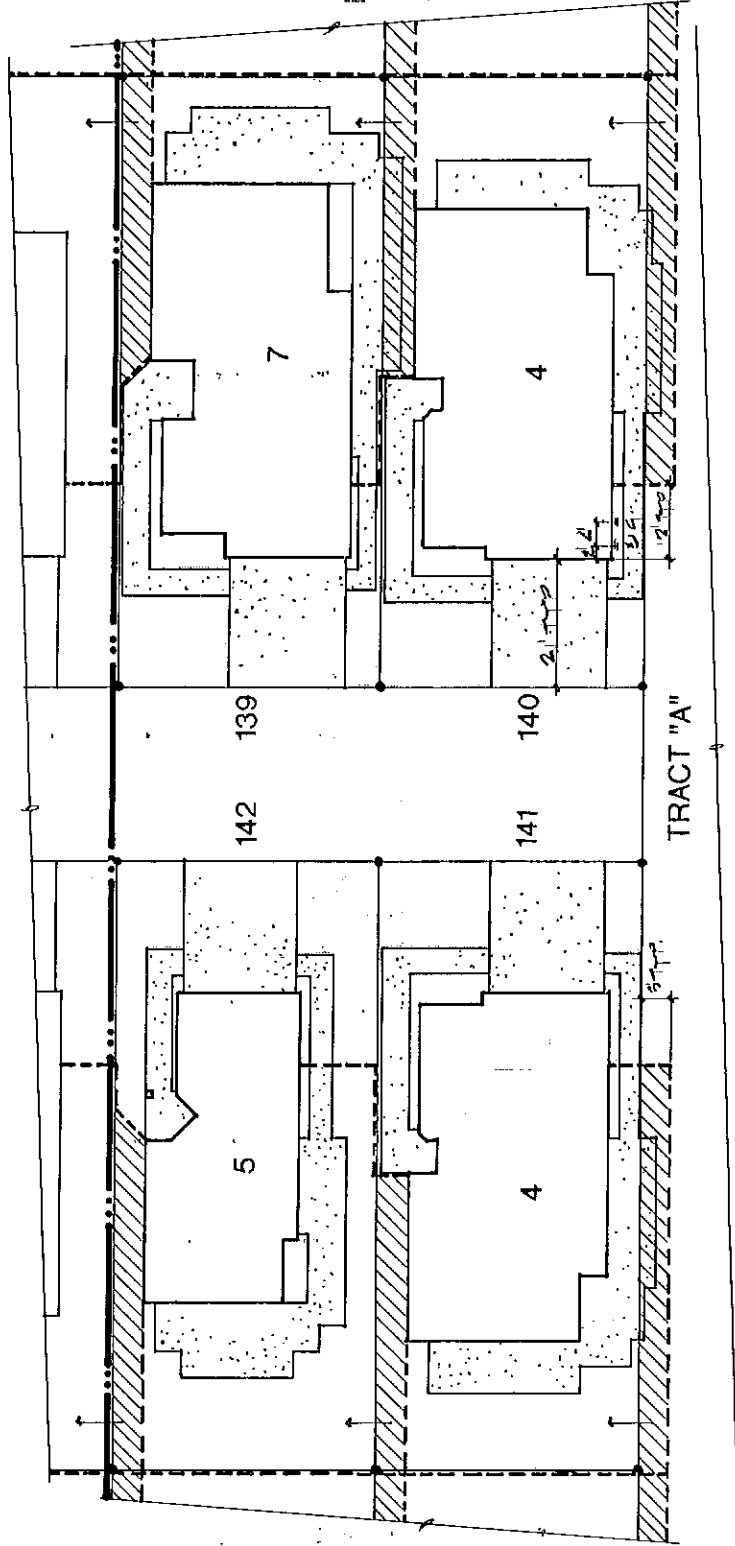
EXHIBIT A
Page 2 of 5

LEGEND

- Property Line
- Concrete
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- Area To Be Maintained By Association Within The Lots
- Servient Tenement Over That Lot In Which It Appears In Favor
- Of The Adjacent Dominant Tenement Lot As Noted By Arrow

*NOTE Typical Easement To Be 5 Feet Wide

SET #	PLAN #
4	3140
5	3250
7	3170







THURSTON COUNTY
 OLYMPIA, WA
 36/21/94, 2:01 PM
 REQUEST OF: ANDREWS,
 Sam S. Reed, AUDITOR
 BY: JAHANEL, DEPUTY
 \$11.00 DECOOV

RAINIER PARK P.R.D. - PHASE IIIA
Site Plan Lots 143 - 146
Scale: 1"=20'-0"

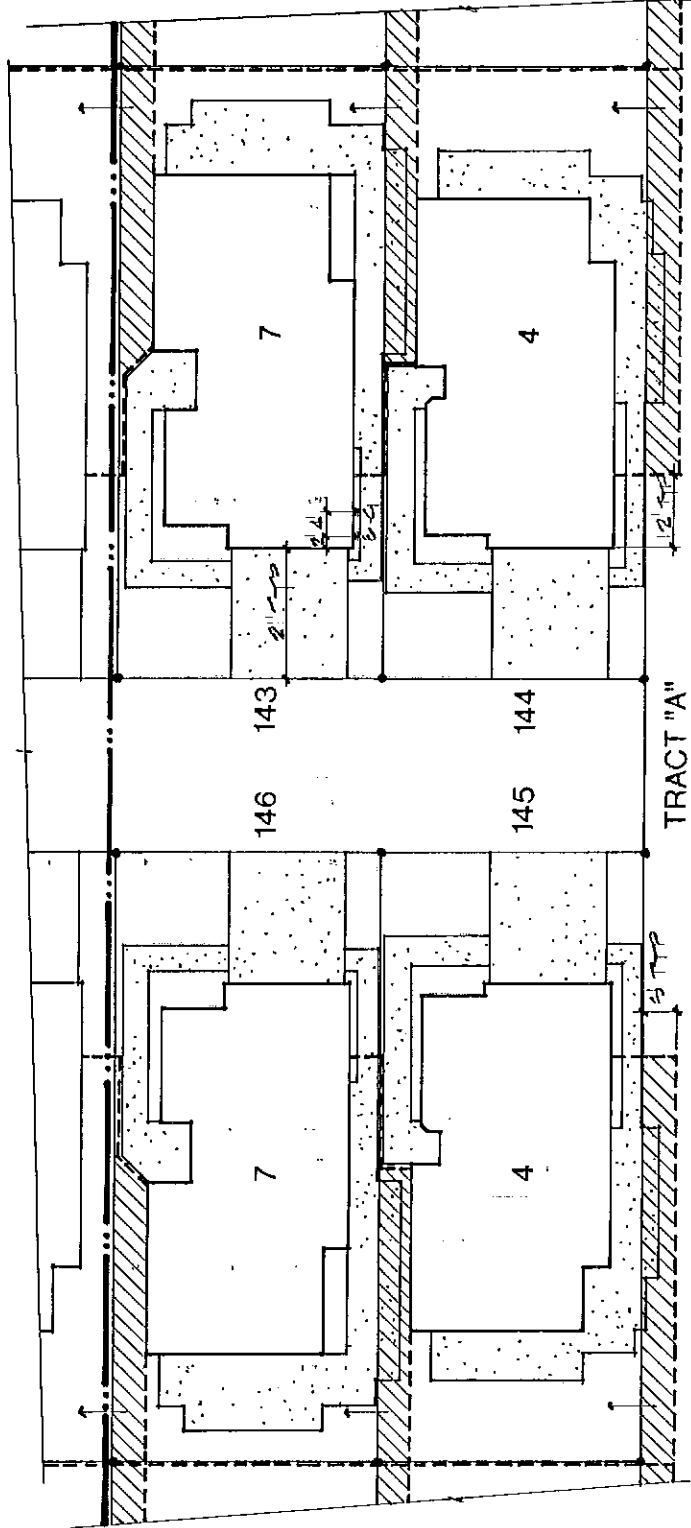
EXHIBIT A
Page 3 of 5

LEGEND

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SET #	PLAN #
4	3140
7	3170



RAINIER PARK P.R.D. - PHASE IIIA
Site Plan Lots 147 - 150
Scale: 1"=20'-0"

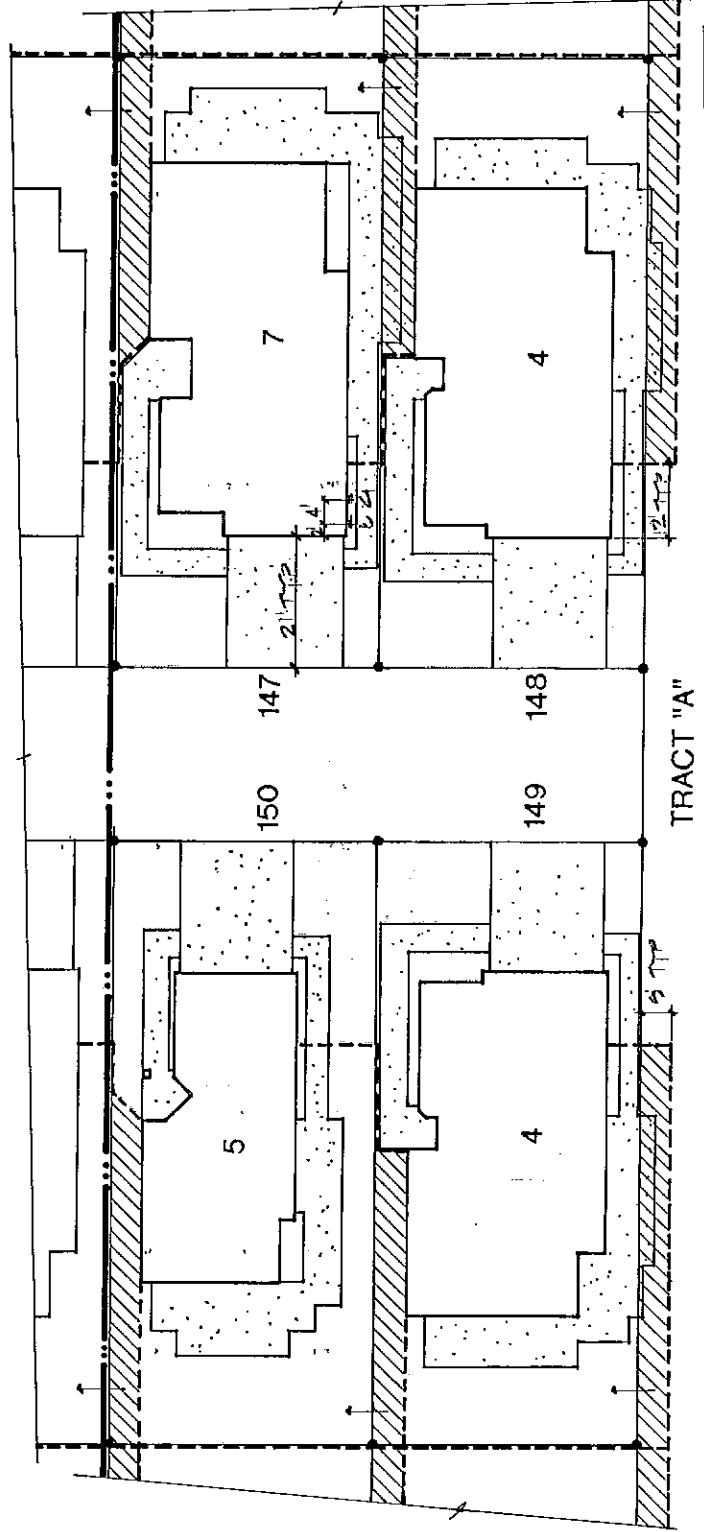
EXHIBIT A
Page 4 of 5

LEGEND

- Property Line
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*NOTE Typical Easement To Be 5 Feet Wide

SET #	PLAN #
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5	3250
7	3170



RAINIER PARK P.R.D. - PHASE IIIA





Site Plan Lots 151 - 156

Scale: 1"=20'-0"

EXHIBIT A

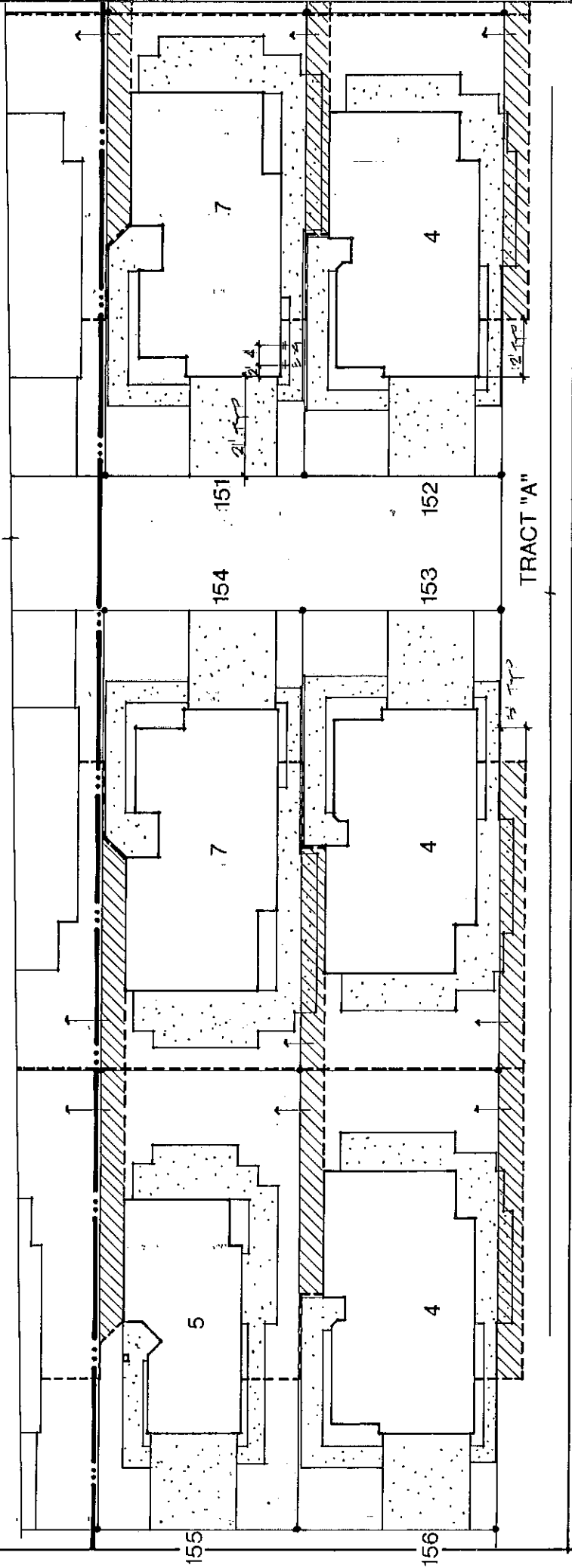
Page 5 of 5

LEGEND

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*NOTE Typical Easement To Be 5 Feet Wide

SET #	PLAN #
4	3140
5	3250
7	3170



*Approved 2/21
11/10/93*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 28th day of June, 1993 by Gemini Development Corporation, a Washington corporation (hereinafter referred to as "Declarant").

RECITALS

A. Declarant has filed a Declaration of Covenants, Conditions and Restrictions for Rainier Park P.R.D. Owners Association under Thurston County Auditor's File No. 9301290139 and a Supplementary Declaration of Covenants, Conditions and Restrictions under Thurston County Auditor's File No. 9305280079. The Declaration and Supplementary Declaration are referred to herein collectively as the "Declaration".

B. Declarant intends to annex further property pursuant to the annexation provisions of the Declaration, which may include property to the south of Phase I and Phase II as identified in the Declaration.

C. As a result of such annexation, the property previously identified as Open Space Tract B in Phase I and Open Space Tract Y in Phase II may be available for residential use, and may be replaced by open space tracts further to the south.

D. Declarant is the sole owner of all of the Covered Property, and pursuant to Section 18.01 of the Declaration, desires to amend the Declaration as provided herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Right to Amend. At any time on or after Declarant exercises its rights pursuant to Section 14.04 of the Declaration to annex additional property, and such annexed property is immediately south of the property described as Phase I and Phase II, Declarant shall have the right to amend the Declaration, without the vote or consent of any Member or any other person, to delete Open Space Tract B and Open Space Tract Y and replace them with residential lots and/or private streets. Notwithstanding the foregoing, such right may be exercised only if such residential lots and/or private streets conform substantially to the configuration shown on Exhibit A attached hereto and by this reference incorporated herein. Further notwithstanding the foregoing, Declarant shall create new open space tracts within such annexed property substantially similar to existing Open Space Tract

B and Open Space Tract Y and substantially in conformance with the open space tracts shown on Exhibit A attached hereto.

2. Rights, Obligations and Easements. Any newly created residential lots in Phase I or Phase II shall have and be subject to all rights, obligations, easements and other matters set forth in the Declaration, and shall be benefitted or burdened by, as the case may be, any applicable side yard easements as further shown on Exhibit A attached hereto and by this reference incorporated herein. It is acknowledged and agreed that any new residential lots so created (and any side yard easements so created) may straddle or cross, or benefit or burden lots on either side of, the boundary between Phase I or Phase II, as the case may be, and the newly annexed property.

3. Conveyance. Notwithstanding the provisions of Section 9.06 of the Declaration, Declarant shall not be obligated to convey Open Space Tract B or Open Space Tract Y to the Association until such time as Declarant has determined that it will not exercise its right pursuant to Section 1 of this Amendment. If Declarant exercises its rights pursuant to Section 1 of this Amendment at any time after such tracts have been conveyed to the Association, the Association shall reconvey such tracts to Declarant upon Declarant's request and concurrently with Declarant's conveyance to the Association of the newly created open space tracts described in Section 1.

4. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

5. Continuing Effect. Except as specifically amended hereby, the Declaration shall continue in full force and effect in accordance with its terms without limiting or creating any other rights or obligations of Declarant.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first written above.

GEMINI DEVELOPMENT CORPORATION,
a Washington corporation

By: _____

Dennis M. Andrews, President

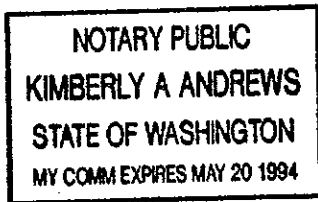
THURSTON COUNTY
OLYMPIA, WA
07/02/93 4:05 PM
REQUEST OF: /GDC
Sam S. Reed, AUDITOR
BY: MIKE, DEPUTY
\$10.00 AMENDCOV

Vol: 2117 Page: 199
File No: 9307020324

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 28th day of June, 1993, before me personally appeared Dennis M. Andrews, to me known to be the President of Gemini Development Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Kimberly A. Andrews
NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma
Commission expires: 5.20.94

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File No: 9307020324

AMENDMENT TO THE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RAINIER PARK P.R.D. OWNERS' ASSOCIATION

*Approved:
Bob 5.17.93*

WHEREAS, the Board of Directors of Rainier Park P.R.D. Owners' Association desire to amend certain sections of the Covenants, Conditions and Restrictions, as recorded January 29, 1993 in Volume 2048, Page 458, records of Thurston County, Washington File #9301290139; and

WHEREAS, Gemini Development Corporation, the Declarant, is the owner of all lots in Phase I of Rainier Park P.R.D., and that no Class A membership yet exists;

The Board of Directors hereby resolves to make the following amendments:


- 1). Page 1, Declaration
Change date of declaration from "..29th day of January, 1992.." to "..29th day of January, 1993."
- 2). Page 31, Section 8.06-Animals
Delete "..Lot 31, Phase 2 shall be specifically exempt from this section because of its' status as an 'existing farm'".

Unanimously Approved this 18th day of May, 1993.

BOARD OF DIRECTORS



Dennis M. Andrews, Pres.



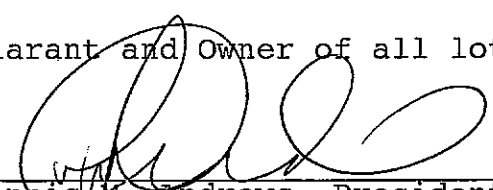
Roy C. Rice, Jr., Vice-Pres.



Kimberly A. Andrews, Sec/Treas

THURSTON COUNTY
OLYMPIA, WA
05/20/93 2:47 PM
REQUEST OF: /GDC
Sam S. Reed: AUDITOR
BY: ALAN: DEPUTY
\$7.00 AMENDCOV
Vol: 2094 Page: 597
File No: 9305200231

Gemini Development Corp., Declarant and Owner of all lots,
Phase I, Rainier Park P.R.D.



Dennis M. Andrews, President

5/18/93

