

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WITH RESPECT TO BUSH PRAIRIE

THIS DECLARATION is made on the date of execution by M.J.L., INC., a Washington corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Thurston County, Washington, which is more particularly described as:

That portion of the northeast quarter of Section 11, and the northwest quarter of Section 12, all in Township 17 North, Range 2 West, W.M. more fully described as follows. Situate in Thurston County, Washington. Commencing at the northwest corner of the northeast quarter of the southeast quarter of said Section 11; thence North 46° 05' 16" East 949.72 feet along the south line of a tract of land conveyed to James Dunlap by deed dated October 31, 1863 and recorded in Volume 4 of Deeds, page 370 to the point of beginning of the parcel herein described; thence continuing North 46° 05' 16" East along said line 404.85 feet to the west line of parcel 4 of short subdivision 796 recorded under A.F. No. 1031065 records of said county; thence South 33° 21' 38" East along said west line 681.14 feet; thence South 56° 25' 53" West 284.75 feet; thence North 43° 54' 44" West 618.50 feet to the true point of beginning.

And parcel 1, 2, 3 and 4 of short subdivision No. 796 recorded under A. F. No. 1031065 records of said county.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to BUSH PRAIRIE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 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 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:

Tract A as shown on the Plat of Bush Prairie as recorded in Vol. 20, Page 66, bearing Auditors File No. 1054579.

Section 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 6. "Declarant" shall mean and refer to M.J.L., Inc., its 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 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 any assessment against his Lot remains unpaid; and for a period not to exceed sixty (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 2/3rds of each class of members has been recorded.

Section 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, his tenants, or contract purchasers who reside on the property.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 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 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.

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, 1981.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation 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 hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney'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, costs 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 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 and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Fifteen Dollars (\$15.00) per Lot.

(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 percent above the maximum assessment for the previous year without a vote of 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. 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 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 an Owner of each Lot not less than thirty (30) days nor more than sixty (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 sixty (60) days following the preceding meeting. For purposes of this section, the obligation of the Board of Directors to send notice shall be fulfilled when notice is posted in the United States mail addressed to a member representing ownership of each Lot at the last address furnished to the Board by such member. When notice to more than one member claiming ownership in a single Lot is desired, request for written notice shall be made to the Board in writing by such member or members, and shall include a full address.

Section 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 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 its issuance.

Section 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 12 percent (12%) 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. These remedies are also available to collect assessments or charges made pursuant to Article VII, Section 6.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage which preexists the lien for the assessments. Sale or transfer of any Lot shall not affect the assessment lien, except that any lien existing at time of sale shall be fully satisfied before completion of the sale. 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 becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Control' Committee. 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 by

the Architectural Control Committee (hereafter ACC) composed of three (3) or more representatives appointed by the Board of Directors at its regular annual meeting. Initially, the ACC shall be composed of three (3) members as follows:

<u>NAME</u>	<u>ADDRESS</u>
Morris J. Loveless	P. O. Box 7100 Olympia, Washington 98507
Stephen A. Hyer	P.O. Box 7100 Olympia. Washington 98507
John S. Murphy	P. O. Box 7100 Olympia. Washington 98507

In the event of the death, resignation or other inability to serve of any member of the ACC, the Board of Directors shall have the authority to designate a successor prior to the next regular meeting.

Section 2. Delegation. The ACC may unanimously designate one or more of its members or a third person to act for and on behalf of the ACC with respect to both ministerial matters and the exercise of judgments vested in the ACC, subject to review or the ACC at the request of any member of that committee.

Section 3. Majority Rule. In all matters the decision of the majority of the ACC shall be the decision of the ACC.

Section 4. Standards. General harmony in exterior design and location in relation to surrounding structures and topography and general harmony with regard to size, design, type of building materials and value shall be the principles which shall guide the ACC in its deliberations. Pursuant to these principles, the ACC shall have the authority to establish any such standards of architecture, design and construction as it deems reasonable. The standards will be published and a copy kept with the ACC, the Board of Directors and the Declarant. Each such standard so published shall be considered by the Board of Directors at its next regular or special meeting. Unless rejected by a majority of the Board, the standard shall become binding.

## ARTICLE VI RESIDENTIAL AREA COVENANTS

Section 1. Land Use and Building Type. No Lot shall be used except for such purposes as may be established by the Plat of the division in question, under the zoning restrictions as they may, from time to time apply.

Section 2. Easements. Easements for installation, maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

Section 3. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. Signs. Except for reasonable residence identification signs, no sign of any kind shall be displayed to the public view on any Lot, building or structure, except signs used by a builder to

advertise the property during construction; by a homeowner or his designated representative advertising the property for sale or rent; or by developer for any purpose deemed appropriate by developer.

Section 5. Temporary Structures. No structures of a temporary character, including but not limited to trailers, basement houses, tents, garages, barns or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. When referring to trailers, this term shall include all forms of trailers or mobile homes of any size, whether capable of supplying their own automotive power or not, without regard to whether the primary purpose of which is or is not the conveyance of persons or objects and specifically including all automobiles, buses, trucks, cars, vans, trailers and mobile homes, even though they may be at any time immobilized in any way and for any period of time or whatever duration.

Section 6. Businesses. No type of business shall be conducted on any Lot or within any dwelling or structure that it is visible to the public view. No form of advertising shall be allowed that is visible to the public view.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets may be kept provided that they are not maintained for any commercial purposes. When outdoors, pets such as dogs shall be either contained upon the owner's lot by fencing or other direct restraints, or if not on owner's lot, then be under owner's direct control and on a leash.

Section 8. Water Supply. No individual water system shall be permitted on any Lot, with all lots to be supplied by Trails End Utilities Company, Inc., its heirs, successors and assigns.

Section 9. Drilling and 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.

Section 10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No garbage shall be disposed of by burning or burying.

Section 11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the governmental health agency having jurisdiction over the development.

Section 12. Parking and Storing of Vehicles and Trailers. No parking or storage except clearly temporary parking or storage of recreational vehicles, trailers or boats shall be allowed unless screened from public view. No inoperable vehicles shall be stored on the property unless screened from public view. No major maintenance or repairs requiring disassembly of the vehicle shall be performed on the property unless screened from public view. No form of vehicle, trailer or boat shall be parked on any Lot except for driveways or prepared hardstands, such as concrete or asphalt.

Section 13. Driveways. All driveways shall be completely paved to the paved street.

Section 14. Open Fires. No open fires will be permitted on any lot except for barbeque facilities.

Section 15. Appearance. To maintain the highest standards of appearance and value within the development, lot owners or residents are responsible for maintaining their lots to the highest degree of maintenance and appearance, as required by the aesthetic and harmonious standards of the area. In the event that any lot owner or resident fails to do so after the receipt from the ACC, developer or homeowners' association, then in that event, the association or the ACC may cause to have undertaken such maintenance as is necessary to bring the lot in question into conformance with the standards required of the other lots and to require payment of any monies so expended by the owner of the lot in question in the manner provided in this instrument for collection of assessments.

Section 16. Fences. No fence, wall or hedge shall be constructed without the approval of the ACC.

## ARTICLE VII GENERAL PROVISIONS

Section 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 hereafter 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded; after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Additional land within the area described in the Plat for Bush Prairie, as recorded with the Thurston County Auditor, or as described in attached Exhibit A, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument, provided that the FHA determines that the annexation is in accord with the general plan heretofore approved by them.

Section 5. 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.

Section 6. Exterior Maintenance. In the event an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain

