

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

DIVISION #7 LOTS 118 through 223

The Declaration of Covenants, Conditions and Restrictions with respect to Bush Prairie filed with Thurston County Auditor on October 10, 1978 under file #1054880 and the Consent to Amendment of Declaration of Covenants, Conditions and Restrictions with respect to Bush Prairie filed on October 3, 1979 under file #1092521 shall apply to Division #7 lots 108 through 223 in their entirety and addition to the above reference covenants the following shall apply.

1. **BUILDING SIZE.** Minimum size shall be 2,000 square feet not including garage. In case of two-story building, first floor must contain 1,000 square feet.
2. **ARCHITECTURAL CONTROL APPROVAL.** No structure shall be built on any lot without a written approval from the Architectural Control Committee. Any structure not receiving such written approval may be removed at the discretion of the Board of Directors. All costs of such removal may be charged to the owner, plus interest at the judgment rate, fees, and costs.
3. **GARAGES.** Garages must have a minimum of 780 square feet unless additional storage is provided, then the Architectural Control Committee may at their discretion reduce the garage size in conjunction with the additional storage.
4. **ROOFS.** Roofs shall have as a minimum, architectural grade composition with a minimum life of 30 years. Cedar shakes and/or tile are acceptable.
5. **SIDING.** All houses must be of double-wall construction. T1-11 will not be accepted as siding.
6. **OUTSIDE PAINTING.** Outside colors must be submitted to Architectural Control Committee. Color must harmonize with adjoining houses.
7. **CONSTRUCTION.** Construction must be completed within 10 months after building permit is issued.
8. **LANDSCAPING.** Entire lot must be landscaped within 12 months after building permit is issued. Area between sidewalk and street will be lawn and maintained by lot owner.
9. **SINGLE FAMILY OCCUPANCY.** No house shall have as permanent residents more than one family consisting of mother, father and children unless approved by Board of Directors of Association.

10. OPEN SPACE TRACT. Lots designated in the final plat of Division 7 as “open space tract” shall be owned and maintained by the Homeowners Association.

11. STORM WATER MAINTENANCE AND COSTS. DIVISION 7. The Association shall maintain all storm water facilities in Division 7. In addition to any other fees, the Association has the right to charge under the covenants described above, the association shall charge the owners of each lot the sum of \$2.00 per month to cover stormwater maintenance costs in Division 7. Such charge shall continue until the Association has collected \$4,000.00 in this storm water fund. At that time, the Association Board of Directors may, by two-thirds vote, adjust the fee to maintain a sinking fund in an amount sufficient to assure continued operation and maintenance of required systems. Lots owned by the developer will not be charged until after they have been sold.

Storm water maintenance shall be supplied by the developer for the first 24-months after plat is final. Thereafter, the Bush Prairie Homeowner’s Association shall maintain all storm water facilities in Division 7.

The maintenance plan prepared by Robert G. Turpin, P.E., submitted on November 10, 1991, is hereby made a part of this agreement.

12. DISCHARGE FROM ROOF DRAINS. Roof drains and other impervious surfaces not subject to vehicular traffic shall be directed to an infiltration system (such as French drains) sized to accept a volume of runoff to be calculated by the methods found in Appendix D. If the Project Engineer determines that such an infiltration system cannot meet the requirements of Chapter 8, Section 8.5, s/he and the Administrator may co-sign a memo to that effect similar to the procedure described in Section 4.3.

13. MAINTENANCE COVENANT. Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the plat for Division 7. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor’s file number 9209230091.

14. SANCTIONS FOR FAILURE TO MAINTAIN. In the event Project Proponent (or successors or the Property Owners Association), in the judgment of the Proponent or successors willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days noticed by registered mail to the Proponent or successors, Jurisdiction may correct the problem or maintain facilities as necessary to restore the full design capacity of the drainage system. Jurisdiction will bill the Proponent or successors for all costs associated with the engineering and construction of the remedial work. Jurisdiction may charge interest as allowed by law from the date of completion of construction. Jurisdiction will place a lean on the property and/or on lots in the Property Owners Association for payments in arrears. Costs or fees incurred by the

jurisdiction should legal action be required to collect such payments, shall be borne by the Proponent or successors.

Signatures of following:

Morris J. Loveless, E. Christine Loveless, Eli Halpern

Dated: August 5, 1992.

Recorded under Auditors File Number 9209230091

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