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March 1, 2007 Version

DRAFT revisions developed by Covenants Committee

~~Lined Out~~ recommends deletion

Underlined recommends addition

BOLD indicates comments and notes not in original Covenants

Document is double spaced for ease of annotation.

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,

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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.

The above legal description needs to be revised to include all eight divisions of Bush Prairie. A Real Estate attorney will be hired to do this.

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 Areas" 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.~~ **These parcels include and are commonly referred to as the Bowl (parcel #37980100000), the Pasture, Forest Walk, Foggy Bottom Park, and the Retention Ponds (parcel #37990000000). Refer to the development plat for locations.**

_____ **Original Covenants page end**

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 Areas.

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.~~

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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 Areas which shall be ~~appurtenant~~ **accessory** 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 Areas;

~~(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)~~ **(b)** the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as ~~may be~~ agreed to by the ~~members~~ **owners**. No such dedication or transfer shall be effective unless an ~~instrument agreeing~~ **a written agreement** to such dedication or transfer signed by 2/3rds of ~~each class of members~~ **the owners** has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, ~~his~~ **their** right of enjoyment to the Common Areas and facilities to the members of ~~his~~ **their** family **and guests**, ~~his~~ **their** tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** 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. **Voting membership.** ~~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~~

All owners 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

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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 e~~ 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 specified**. 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 Areas ~~and of the homes situated upon the Properties~~ **other expenses as outlined by the By-Laws.**

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Section 5 from the original Covenants has been moved above sections 3 and 4 and revisions made as shown.

~~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

east sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the

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~~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 3. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 ~~or 4~~ or 5 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~~ owners or of proxies entitled to

cast sixty percent (60%) of all the votes of ~~each class of membership~~ owners 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~~ thirty percent (30%). ~~No such~~ The subsequent meeting shall not 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 notices shall be fulfilled when notice is posted in the United States mail addressed to ~~a member representing ownership~~ an owner of each Lot at the last address furnished to the Board by ~~such member~~ an owner. When notice to more than one ~~member~~ owner claiming ownership in a single Lot is desired, request for written notice shall be made to the Board in writing by such ~~member~~ owner(s) or members, and shall include a full address or addresses.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, ~~the~~ The maximum monthly assessment shall be ~~Fifteen Dollars (\$15.00)~~ Twenty Dollars (\$20.00) per Lot.

(a) ~~From and after January 1 of the year immediately following the conveyance of the first~~

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~~Lot to an Owner, the maximum~~ **The Board of Directors may increase the** annual assessment ~~may be~~ increased each year ~~by~~ not more than 5 percent **One Dollar (\$1.00) per month** above the maximum assessment for the previous year without a vote of ~~membership~~ **owners**.

(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% b~~

By a vote of two-thirds (2/3) of ~~each class of members~~ **owners** who are voting in person or by proxy, at a meeting ~~duly~~ called for this purpose, **the association may increase the maximum assessment for the previous year by more than One Dollar (\$1.00) per month.**

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 5. 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 Areas, ~~including fixtures and personal property related thereto~~ **or for other purposes recommended by the Board,** provided that any such assessment shall have the assent of two-thirds (2/3) of the **eligible** votes of ~~each class of members~~ **owners** who ~~are voting~~ **vote** in person or by proxy at a meeting duly called for this purpose.

Section 6 . Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and ~~may~~ **will** be collected ~~on a monthly basis~~ **according to the By-Laws.**

Section 7 . Date of Commencement of Annual Assessments: Due Dates Annual Assessments. ~~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 t~~ **The Board of Directors shall establish the due dates.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

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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 legal~~ **action at law** against the Owner personally obligated to pay the same, or foreclose the lien against the property. ~~No owner~~ **Owners may not** waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of ~~his~~ **their** Lot. These remedies are also available to collect assessments or charges made pursuant to ~~Article VII, Section 6~~ **Article VI, Section 12**.

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~~

~~†~~ **An Architectural Control Committee shall be established to facilitate the preservation of the architectural character of the development of Bush Prairie in order to maintain the desirability and attractiveness of the entire community.** The Architectural Control Committee (hereafter ACC)

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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:

~~NAME ADDRESS~~

~~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 by 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~~ **for** architecture, design and construction as it deems reasonable **for architectural design, materials, exterior features, construction and placement of any permanent buildings, outbuildings, screening fences or hedges. These standards shall guide both new construction and renovation or alteration of existing structures. The goal of these standards shall be to maintain harmony in exterior design, materials and appearance.** 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

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~~Board, the standard shall become binding.~~ **The standards, and any changes to them, proposed by the ACC must be approved by a majority of the Board of Directors before they take effect. A copy of the standards and any changes will, upon approval by the Board of Directors, be published and distributed. All standards approved by the Board are provisional until they are added to the By-Laws at the next annual meeting.**

ARTICLE VI

RESIDENTIAL AREA COVENANTS

Section 1. Land Use and Building Type. ~~No Lot~~ **Lots** shall be used ~~except~~ **only** 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 4.3. Signs. Except for reasonable residence identification signs, no sign of any kind shall be~~ **Signs** displayed to the public view on any Lot, building or structure ~~;~~ ~~except~~ **shall be limited to reasonable residence identification signs;** signs used by a builder to advertise the property during **major repairs or construction;** **and signs used** by a homeowner or ~~his~~ **their** designated representative advertising the property for sale or rent ~~;~~ ~~or by developer for any purpose deemed appropriate by developer.~~ **Political campaign signs are permitted, but must be removed within seven (7) days after an election. Temporary signs, such as garage sale signs, may be displayed in accordance with the By-Laws.**

~~Section 5.4. Temporary Structures. Habitation in other than Primary Residential Structures. No structures of a temporary character,~~ **Structures other than the primary residence,** including but not limited to trailers, ~~basement houses,~~ tents, garages, barns or other out buildings shall **not** 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

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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. **When referring to tents, this term shall not include recreational outdoor camping by children, which is not visible to the public view from the street on which the property fronts.**

~~Section 6 5. Businesses.~~ No ~~Any~~ type of business shall be conducted on any Lot or within any dwelling or structure that it is **shall not be** visible to the public view. No form of advertising shall be allowed that is visible to the public view.

~~Section 7 6. 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 **Dogs, cats or other normal household pets are permitted in Bush Prairie,** provided that they are not ~~maintained~~ **kept** for any commercial purposes. **Livestock and poultry of any kind shall not be kept on any lot.** 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 7. 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 8. Garbage and Refuse Disposal.~~ No lot **Lots and Common Areas** shall **not** be used or ~~maintained~~ as a dumping ground for rubbish. Trash, garbage or other waste, **including yard and garden waste,** shall **not** be kept ~~except~~ in sanitary containers. No ~~g~~ **Garbage** shall **not** be disposed of by burning or burying. **Maintained composting and/or mulching containers are allowed.**

~~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.

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~~Section 12 9. 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. **Recreational vehicles, trailers and/or boats parked on Lots shall be screened from public view, except for clearly temporary parking.** 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. **Vehicles, trailers and/or boats on any Lot shall be parked only on driveways or prepared hardstands such as concrete, asphalt or compacted rock. Inoperable vehicles stored on a Lot shall be screened from public view. Vehicles disassembled for major maintenance or repairs shall be screened from public view.**~~

~~Section 13 10. Driveways. All driveways shall be completely paved to the paved street.~~

~~Section 14 11. Open Fires. No ~~Open~~ **Open** fires will be **are not** permitted on any lot except for barbeque facilities **and commercially available outdoor fireplaces.**~~

~~Section 15 12. 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 **set in standards by the ACC.** In the event that any lot owner or resident fails to do so after the receipt **of written notice** 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~~ **take action as authorized in the By-Laws of the Bush Prairie Homeowners Association.**~~

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

~~**Section 13. Exceptions. Individual exceptions to residential area covenants may be granted by the Board of Directors. Exceptions must be in writing approved at a Board meeting and signed by the Board President.**~~

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ARTICLE VII

The original (1978) covenants covered only Divisions 1-4. Separate, additional covenants were filed with the development of Division 5 in 1994, Division 6 in 1991, Division 7 in 1994, and Division 8 in 1994. The new article, below, incorporates these additional covenants into this revision, leaving them applying only to the divisions they originally applied to. Additional covenants lined through are recommended for deletion.

ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS

FOR DIVISIONS 5 – 8

Section 1. Divisions 5-8. The additional covenants in this section apply to the following lots in addition to the general covenants for Bush Prairie as described in this document.

(a) Division #5 (Lots 93, 94, 97, 100, 104, and 105) and Division #6 (Lots 108 – 117).

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. 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.

3. ROOFS. Roofs shall have as a minimum, architectural grade composition with a minimum life of 30 years. Cedar shakes and/or tile are acceptable.

4. SIDING. All houses must be of double-wall construction. T1-11 and press board will not be accepted as siding.

5. OUTSIDE PAINTING. Outside colors must be submitted to Architectural Control Committee. Color must harmonize with adjoining houses.

6. CONSTRUCTION. Construction must be completed within 10 months after building permit is issued.

7. LANDSCAPING. Entire lot must be landscaped within 12 months after building permit is issued.

~~8. 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.~~

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(b) Division #7 (Lots 118 – 223).

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 and press board 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.

The above additional Division 7 covenant is incorporated into Article I, Section 4 of the draft revised covenants.

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9. 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 stormwater 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.

~~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 in Section 4.3.~~

The above covenant has not been enforced by the Homeowners Association and many homes in Division 7 do not meet these requirements. The references mentioned are not known to the ACC and there is no “Administrator” or “Project Engineer” involved in the review of proposed lot development.

10. 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.

11. SANCTIONS FOR FAILURE TO MAINTAIN. In the event Project Proponent (or successors or the Property Owners Association) in the judgement of the Jurisdiction fails to maintain drainage facilities within the plat or if 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 notice by registered mail to the Proponent or successors, Jurisdiction may correct the problem or maintain facilities as necessary to

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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 lien 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.

The above covenant needs to be reviewed by an attorney. The Covenants Revision Committee believes that “Jurisdiction” refers to Thurston County (or the City of Tumwater if Bush Prairie is annexed into the city). The “Proponent” probably refers to the original landowner who filed the plat. The “successors” probably refers to the current owner of the lot or, for common areas, the Homeowners Association. The “drainage facilities” probably include the stormwater detention basins, the street drains, and the connection between the two.

(c) Division #8 (Lots 224 – 233).

1. BUILDING SIZE. Minimum size shall be 1,500 square feet, not including garage. In case of two-story building, first floor must contain a minimum of 800 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 500 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. SIDING. T1-11 and press board will not be accepted as siding on the front of the structure.
5. OUTSIDE PAINTING. Outside colors must be submitted to Architectural Control Committee. Color must harmonize with adjoining houses.
6. CONSTRUCTION. Construction must be completed within 10 months after building permit is issued.
7. 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.

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~~8. 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.~~

ARTICLE VIII

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. Duration and Amendment. The covenants and restrictions of ~~this Declaration~~ **all Declarations of covenants as recorded for Bush Prairie** shall run with and bind the land, for a term of twenty (20) years from the date ~~this~~ **the original** Declaration is **was** recorded; after which time they shall be automatically extended for successive periods 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.~~ **The Covenants, Conditions and Restrictions shall be extended for successive periods of ten (10) years unless an appropriate instrument signed by the owners of a majority of the lots in this development has been recorded, agreeing to change such covenants in whole or in part. The Covenants, Conditions and Restrictions may also be amended at any time by an instrument in writing signed by the owners of a majority of the lots in the Bush Prairie Plat, which instrument shall be effective upon recording.**

Section 4. Annexation. Additional residential property and Common Area may be annexed to the

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Properties with the consent of two-thirds (2/3) of ~~each class of members~~ **the owners**. 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 was revoked January 30, 1979

~~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~~

~~_____~~
~~_____~~
and restore the lot, and the exterior of the buildings and any other improvements erected thereon.

~~The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.~~

~~Section 7.5. Agent for Owners. In all actions authorized herein, the Association, its Board of Directors and all agents or employees of the Association are acting as agents of the Owners of the Lots, and not as an independent income producing entity.~~

The following closing and legal description needs to be revised by a Real Estate Attorney.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand

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and seal this 10th day of September, 1978.

(Signatures of members listed below and notarized)

STATE OF WASHINGTON))

ss.

County of Thurston)

On this day personally appeared before me MORRIS J. LOVELESS

& E. CHRISTINE LOVELESS, husband and wife; HERB DINEEN & DORIS DINEEN, husband and wife; DENNIS M. ANDREWS & CHARLOTTE R ANDREWS; husband and wife;

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 th day of October, 1978

Signature of Stephen A Hye

Notary Public in and for the State of Washington, residing at Olympia

EXHIBIT "A"

LEGAL DESCRIPTION

That part of Section 12, Township 17 North, Range 2 West, W.M. lying northerly and westerly of boundary line established by Elaine Scott Walker in deed dated April 4, 1961 and recorded under File No, 640294 and north of county road known as Maple Bowl Road, running west from, said boundary line and bounded on the west by the east line of tract of land described in Superior Court Cause 52137 and by the west line of the northwest quarter of the northwest quarter of Section 12; EXCEPTING therefrom the south half of said northwest quarter of northwest quarter of Section 12; except also that part described as follows:

Beginning at a point of the east margin of a 60-foot wide roadway as recorded under File No. 526301 N 0° 43' 10" W 443.75 feet from its intersection with the north margin of county road known as Maple Bowl Road; thence N 0° 43' 10"W along said east margin and said east margin extended 578.64 feet; thence N 36° 13' 37" E 354.33 feet; thence S 63° 50' 46" E 360 feet; thence S 40° 34' 14" W 215 feet; thence S 27° 48' 47" W 271.44 feet; thence S 40° 34' 14" W 397.72 feet to the point of

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beginning; excepting also tract conveyed to Camp Solomon Schechter, Inc., by deed dated September 26, 1968 and recorded under File No. 738936, and excepting, also public roads and except a tract of land conveyed to Charles K. Barbo, Donald B. Daniels, & Raymond E. Armstrong, as recorded under Auditors File No. 993378, except five (5) acres to be retained by the seller, to be designated by the seller and more particularly described at a later date.
