

Grantor: Bush Prairie Homeowners Association

Grantee: The Public

Additional Legal is on Pages: _____

Assessor's Tax Parcel Numbers: 37060000100 through 37990023300, inclusive

Related Recording Numbers: 1054580 and 1092521

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS WITH RESPECT TO BUSH PRAIRIE
(Divisions 1 through 8)**

THIS AMENDMENT dated this 13th day of November, 2007, for reference purposes only, has been approved by more than 75% of the owners of lots in the plat of Bush Prairie, (hereinafter sometimes called "Lot Owners") pursuant to Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Bush Prairie recorded October 10, 1978, under Thurston County Auditor's file number 1054580 (hereinafter sometimes called "Declaration") and amended by that certain Consent to Amendment of the Declaration of Covenants, Conditions and Restrictions with respect to Bush Prairie recorded October 3, 1979, under Thurston County Auditor's file number 1092521 (hereinafter sometimes called "Amendment #1").

This Amendment shall be effective upon the date that it is recorded in the office of the Auditor for Thurston County, Washington, along with the Consent to Amendment of Covenants executed by not less than 75% of the owners of lots in the plat of Bush Prairie.

**SECTION ONE
CONTINUATION OF ORIGINAL TERMS**

It is expressly agreed by the parties that this Amendment is supplemental to the original Declaration and Amendment #1 which is by this reference made a part hereof.

It is further understood that this Amendment (hereinafter sometimes called "Amendment 2") shall in no way act as a waiver of any of the conditions and obligations imposed upon the parties by the original Declaration and Amendment #1, and any terms which bind any of the parties by virtue of same, except as specifically modified herein, are to be considered in full force and effect.

SECTION TWO DECLARATION MODIFICATIONS

1. That part of the Declaration which precedes Article I of said Declaration is stricken and the following is substituted:

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

This Declaration is made on the date of execution by the Bush Prairie Homeowners Association. This Declaration expressly amends and supercedes all previously filed covenants and restrictions pertaining to all phases of the Bush Prairie Subdivision.

That certain real property located in Thurston County, Washington, which is more particularly described on Exhibits A through E attached hereto is hereby subjected to this Declaration effective on the date of execution below.

The Bush Prairie Homeowners Association hereby declares that all of the properties described on Exhibits A through E 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.

2. Article I of the Declaration as amended by Amendment #1 is stricken and the following Article I is substituted:

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. 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.

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.

3. Article II of the Declaration as amended by Amendment #1 is stricken and the following Article II is substituted:

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 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 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 agreed to by the owners. No such dedication or transfer shall be effective unless a written agreement to such dedication or transfer signed by two-thirds (2/3) of the owners has been recorded.

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

4. Article III of the Declaration as amended by Amendment #1 is stricken and the following Article III is substituted:

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. 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 exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

5. Article IV of the Declaration as amended by Amendment #1 is stricken and the following Article IV is substituted:

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, 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 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 other expenses as outlined by the By-Laws.

Section 3. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 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 owners or of proxies entitled to cast sixty percent (60%) of all the votes of 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 thirty percent (30%). 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 an owner of each Lot at the last address furnished to the Board by an owner. When notice to more than one owner claiming ownership in a single Lot is desired, request for written notice shall be made to the Board in writing by such owner(s) or members, and shall include a full address or addresses.

Section 4. Maximum Annual Assessment. The maximum monthly assessment shall be Twenty Dollars (\$20.00) per Lot.

(a) The Board of Directors may increase the annual assessment each year by not more than One Dollar (\$1.00) per month above the maximum assessment for the previous year without a vote of owners.

(b) By a vote of two-thirds (2/3) of owners who are voting in person or by proxy, at a meeting 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 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, 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 owners who 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 will be collected according to the By-Laws.

Section 7. Annual Assessments. 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. 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 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 twelve percent (12%) per annum. The Association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property. Owners may not waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of their Lot. These remedies are also available to collect assessments or charges made pursuant to 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. 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.

6. Article V of the Declaration as amended by Amendment #1 is stricken and the following Article V is substituted:

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. 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) is composed of three (3) or more representatives appointed by the Board of Directors at its regular annual meeting. 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. The ACC shall have the authority to establish standards 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, 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.

7. Article VI of the Declaration as amended by Amendment #1 is stricken and the following Article VI is substituted:

ARTICLE VI
RESIDENTIAL AREA COVENANTS

Section 1. Land Use and Building Type. Lots shall be used 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. Signs. Signs displayed to the public view on any Lot, building or structure 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 their designated representative advertising the property for sale or rent. 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 4. Habitation in other than Primary Residential Structures. Structures other than the primary residence, including but not limited to trailers, 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 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 5. Businesses. Any type of business conducted on any Lot or within any dwelling or structure shall not be visible to the public view. No form of advertising shall be allowed that is visible to the public view.

Section 6. Animals. Dogs, cats or other normal household pets are permitted in Bush Prairie, provided that they are not 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 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 8. Garbage and Refuse Disposal. Lots and Common Areas shall not be used as a dumping ground for rubbish. Trash, garbage or other waste, including yard and garden waste, shall be kept in sanitary containers. Garbage shall not be disposed of by burning or burying. Maintained composting and/or mulching containers are allowed.

Section 9. Parking and Storing of Vehicles and Trailers. Recreational vehicles, trailers and/or boats parked on Lots shall be screened from public view, except for clearly temporary parking. 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 10. Driveways. All driveways shall be completely paved to the paved street.

Section 11. Open Fires. Open fires are not permitted on any lot except for barbeque facilities and commercially available outdoor fireplaces.

Section 12. Appearance. To maintain standards of appearance and value within the development, lot owners or residents are responsible for maintaining their lots to the degree of maintenance and appearance set in standards by the ACC. In the event that any lot owner or resident fails to do so after receipt of written notice from the ACC or homeowners' association, the association or the ACC may take action as authorized in the By-Laws of the Bush Prairie Homeowners Association.

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.

8. A new Article VII is added to modify and incorporate separate, additional covenants that were filed with the development of Division 5 in 1994, Division 6 in 1991, Division 7 in 1994 (file #9209210114), and Division 8 in 1994 (file #9403300011):

ARTICLE VII
ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DIVISIONS 5 – 8

Section 1. Divisions 5 and 6. The additional covenants in this section apply to Division 5 (Lots 89 through 107) and Division 6 (Lots 108 – 117) in addition to the general covenants for Bush Prairie as described in this document.

(a). 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.

(b). 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.

- (c). ROOFS. Roofs shall have as a minimum architectural grade composition with a minimum life of 30 years. Cedar shakes and/or tile are acceptable.
- (d). SIDING. All houses must be of double-wall construction. T1-11 and press board will not be accepted as siding.
- (e). OUTSIDE PAINTING. Outside colors must be submitted to Architectural Control Committee. Color must harmonize with adjoining houses.
- (f). CONSTRUCTION. Construction must be completed within 10 months after building permit is issued.
- (g). LANDSCAPING. Entire lot must be landscaped within 12 months after building permit is issued.

Section 2. Division 7. The additional covenants in this section apply to Division 7 (Lots 118 – 223) in addition to the general covenants for Bush Prairie as described in this document.

- (a). 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.
- (b). 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.
- (c). GARAGES. Garages must have a minimum of 780 square feet unless additional storage is provided, then the Architectural Control Committee may at its discretion, reduce the garage size in conjunction with the additional storage.
- (d). ROOFS. Roofs shall have as a minimum architectural grade composition with a minimum life of 30 years. Cedar shakes and/or tile are acceptable.
- (e). SIDING. All houses must be of double-wall construction. T1-11 and press board will not be accepted as siding.
- (f). OUTSIDE PAINTING. Outside colors must be submitted to Architectural Control Committee. Color must harmonize with adjoining houses.
- (g). CONSTRUCTION. Construction must be completed within 10 months after building permit is issued.
- (h). 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.
- (i). 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.
- (j). 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.

(k). SANCTIONS FOR FAILURE TO MAINTAIN. In the event Project Proponent (or successors or the Property Owners Association) in the judgment 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 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.

Section 3. Division 8 The additional covenants in this section apply to Division 8 (Lots 224 – 233) in addition to the general covenants for Bush Prairie as described in this document.

(a). 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.

(b). 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.

(c). 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.

(d). SIDING. T1-11 and press board will not be accepted as siding on the front of the structure.

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

(f). CONSTRUCTION. Construction must be completed within 10 months after building permit is issued.

(g). LANDSCAPING. Entire lot must be landscaped within twelve (12) months after building permit is issued. Area between sidewalk and street will be lawn and maintained by lot owner.

9. Article VII of the original Declaration as amended by Amendment #1 is stricken and the following Article VIII is substituted:

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 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 the original Declaration was recorded; after which time they shall be automatically extended for successive periods of ten (10) years. 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 divisions 1 through 8 of the Bush Prairie Plat.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the owners.

Section 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 undersigned, being the president of the Bush Prairie Homeowners Association, Inc., does hereby certify that the foregoing amendment to Declaration of Covenants, Conditions and Restrictions with respect to Bush Prairie, were adopted by written consent of not less than 75% of the owners of lots 1-233 in the plat of Bush Prairie.

IN WITNESS WHEREOF, the undersigned has set her hand at Olympia, Washington, this 1st day of May, 2008.

By: _____ /signed/

Elena Guinn
President, Bush Prairie Homeowners Association