



THURSTON COUNTY
OLYMPIA, WA
88/86/93 10:55 AM
REQUEST OF: JACKSON,
Sam S. Reed, AUDITOR
BY: ALAN, DEPUTY
\$26.00 DECCOV

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
APPLEHILL

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File No: 9308060094

This Declaration, made the 1ST day of July, 1993 by Jackson
Homes, Inc. ("Devalopers") of
APPLEHILL HOMEOWNERS ASSOCIATION

WITNESSETH:

WHEREAS, Developers are the owners of the real property
described in Article II of this declaration and desire to create
there a residential community with permanent residential
amenities for the benefit of the said community; and

WHEREAS, Developers desire to provide for the preservation
of the values and amenities of said community and for the
maintenance of said landscaped areas, open spaces, and other
common facilities; and, to this end, desire to subject the real
property described in Article II together with such additions as
may hereafter be made thereto (as provided in Article II) to the
covenants, restrictions, easements, charges and liens,
hereinafter set forth, each and all of which is and are for the
benefit of said property and each Lot Owner thereof, and

WHEREAS, Developers have deemed it desirable for the
efficient preservation of the values and amenities in said

community, to create an agency to which should be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developers will incorporate under the laws of the State of Washington, a non-profit corporation, the APPLEHILL HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the developers declare the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1: "Association" shall mean and refer to APPLEHILL Homeowners Association, and it's successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants,

Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association. Stormwater TRACT A & B shall be known as common areas.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map on the Properties with the exception of the Common Area.

Section 5: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the 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 6: "Declarant" shall mean and refer to Jackson Homes, 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.

Section 7: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of The Auditor in and for Thurston County, Washington.

Section 8: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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ARTICLE II

Property Subject to this Declaration

Additions Thereto

Section 1: Existing property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this declaration is located in Thurston County, Washington, and is more particularly described as follows:

DESCRIPTION

The North half of Tract 29 and the South half of Tract 30 of the Plat of Berry Farm Addition to Olympia as recorded in Volume 8 of Plats at Page 28 in the city of Olympia, Thurston County, Washington.

Section 2: Additions to Existing Property. Additional lands may become subject to the declaration in the following manner:

- (a) **Mergers.** Upon a merger or Consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of Law, be transferred to another surviving or consolidated association of, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation,

change or addition to property except as hereinafter provided.

ARTICLE III
Residential Area Covenants

Section 1: Land Use and Building Type. All building sites on "The Properties", excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be created, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two (2) stories in height, or 35 feet maximum whichever is lower, a private garage for no less than one (1) car, and any other out buildings incidental to residential use of the premises.

Section 2: Building Location. City of Olympia Zoning Regulations will apply.

Section 3: Easements. Easements for installing and maintenance of utilities, fences, landscaping and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

Section 4: Nuisances. No noxious, offensive, or illegal activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5: Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence for more than fourteen (14) days.

Section 6: Construction Period. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from the start of construction except for reasons beyond control of the owner in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Political yard signs of not more than five (5) square feet are allowed during campaign periods.

Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are not allowed to roam unattended,

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers out of view from the front or sides of the house except for those collection days when the disposal service picks up and then for no more than twelve (12) hours at any one time can the garbage containers remain in view from the street. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Waste wood may be placed for disposal on one lot by the developer until such time as all houses on all lots are completed.

Section 10: Fences. All fencing shall consist of cedar, brick, concrete, or a combination of each. No woven wire or barbed wire fencing shall be allowed. The fencing shall be compatible within the neighborhood. Construction plans and specifications shall be submitted for review and approval by the Architectural Control Committee prior to the start of any construction. No fence, wall or hedge shall be permitted to extend nearer to any street than the minimum setback line, or front edge of the house, whichever is greater. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

Section 11: Roofing Materials. Roofing materials shall consist of cedar shakes, concrete/brick tile, composition, or equal as approved by the Architectural Control Committee.

Section 12: Antennas. No antenna shall be permitted unless approved by the Architectural Control Committee.

Section 13: Landscaping. Each lot shall be landscaped within 180 days of the completion of the house, or as otherwise approved by the Architectural Control Committee. Any existing landscaping between the sidewalk and edge of the street that is disturbed or destroyed shall be restored or replaced with equal or maintained by the individual Lot Owners.

Section 14: Parking. Parking along the street is prohibited except for special occasions and emergencies but for no more than twelve (12) hours at any one time. Each homesite shall provide at least two (2) on site parking spaces excluding the garage.

ARTICLE IV

Architectural Control Committee (A.C.C.)

The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association.

No building, fence, wall or other structure shall be commenced, created 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 have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee

The initial Architectural Control Committee shall be composed of the following: Don Jackson and Duke Jackson.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not limited to the following:

1. No outbuildings or structure of any kind may be started on a platted residential lot before construction of a permanent residence.
2. No construction of a dwelling may be started on a platted residential lot without first obtaining:
 - (a) Written approval from the Board of Directors of the Association of the Architectural Control Committee designated by it pursuant to Article IV of these covenants.
 - (b) Each single family residence on a platted residential lot shall contain a minimum floor area of 1100 square feet if a one story residence, and 1300 square feet if more than a one story residence, exclusive of open decks (covered or uncovered), garages, covered carports, sheds or outbuildings.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors shall have full authority to designate a successor. Neither the members or the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the owners of record of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with Thurston County / City of Olympia procedures and regulations.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee

shall remain in office until the happening of the earlier of the following events:

- (a) When the Developers have completed all phases of construction and development of APPLEHILL.
- (b) On the first day of January 1996.

Upon the happening of either of the above referenced event, the authority of the Architectural Control Committee shall automatically transfer to APPLEHILL HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided herein by the Board of Directors of said Corporation.

ARTICLE V

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 not be separated from ownership of any lot which is subject to assessment.

Section 2: The Association shall have one class of voting membership: Class A. Class A members shall be all Owners 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 executed as they determine, but in no event shall more than one vote be cast with respect to any lot.

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Section 3: The Association shall have the right to suspend the voting rights of a Lot Owner for any period during which any assessment against his/her lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

ARTICLE VI

Maintenance of Landscaped Easements and Landscaped Areas

Section 1: Responsibility for Common Areas. There exist certain landscaped areas and storm drainage control areas within the plat of APPLEHILL that are herein described as Common Areas. The Association shall be responsible for the maintenance of the common areas, as specified in the Agreement to Maintain Stormwater Facilities And To Implement A Pollution Source Control Plan By and Between The City of Olympia and Jackson Homes, Inc. Dated 07/01/93.

ARTICLE VII

Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by it within the Properties, hereby covenants and each Lot Owner by acceptance of a deed therefore, whether or not shall be so expressed in any

such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time hereinafter provided. The annual special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Lot Owner of such property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and the maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereon.

Section 3: Basis and Maximum of Annual Assessments. The initial annual assessment shall be twenty five dollars (\$45.00) per year per lot. From and after January 1, 1994 the annual assessment may be increased or decreased by a two-thirds (2/3)

majority vote of the Members, as hereinafter provided, for the next succeeding three (3) years for each succeeding period of three (3) years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4: Special Assessments for Capital Improvements.
In addition to the annual assessments authorized by Section 3 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 or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent 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. Written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5: Change in Basis and Maximum Annual Assessments.
Subject to the limitations of Section 3 hereof, for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided at any such change shall have the consent of two-thirds (2/3) of the voting Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Written notices of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section (a) hereof.

Section 6: Quorum For Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Commencement Date of Annual Assessments and Due Dates. The annual assessments provided herein shall commence on January 1, 1994. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section

4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8: Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for cash assessment period at least thirty (30) days in advance on such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept by the President of the Association and shall be open for inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Association shall issue a receipt to each Lot Owner upon payment of assessment, setting forth whether said assessment has been paid. Such receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the Lot Owner receiving it.

Section 9: Effect of Non-Payment of Assessment; The Personal Obligation of the Lot Owner; The Lien; and Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such interest thereupon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Lot Owner, his heirs, personal representatives, and assigns. The personal obligation of the then Lot Owner to pay such assessment, however, shall remain his personal obligation until paid in full.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall include interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action of law against the Lot Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action. In the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for hereinafter shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties and shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to these Declarations shall be exempt from the assessment charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use.

(b) All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VIII

General Provisions


Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Lot Owner of any land subject to the Declaration, their legal representative, heirs, successors and assigns, unless an instrument signed by the then Lot Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions. In no case shall any changes be made to Article VI Section 1. No such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Lot Owner at least sixty (60) days in advance of an action taken.

Section 2: Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Lot 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 4: Severability. Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: FHA/VA Approval. In the event there is at least one outstanding loan guaranteed by either the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the FHA or VA: (1) Annexation of additional properties. (2) Dedication of Common Area. (3) Any amendment of this Declaration of Covenants, Conditions and Restrictions.

BY: 
BY: Duke D. Jackson, President Jackson Homes, Inc.

STATE OF WASHINGTON
COUNTY OF THURSTON

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SS.
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I, the undersigned, a Notary Public in and for the State of Washington do hereby certify that on the 6th day of August, 1993, personally appeared before me Robert D. Jackson to me known to be the individual (s) described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the use and purposes therein mentioned.

Give under my hand and official seal the day and year last written.



Lucille M. McCullough
NOTARY PUBLIC in and for the State
of Washington, residing at:
Panorama

My appointment expires: 7-1-95