

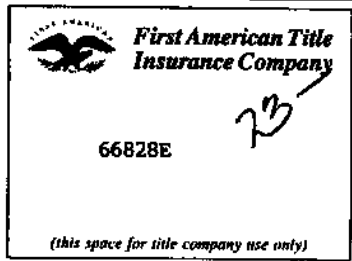


Real Estate Excise tax paid 144.00  
Receipt no. AAA Date 5-28-98  
Robin L. Hunt, Thurston Co., Treas.  
By [Signature] Deputy

**AFTER RECORDING MAIL TO:**

Name HOEL CONSTRUCTION  
Address \_\_\_\_\_  
City/State \_\_\_\_\_

- Document Title(s): (or transactions contained therein)
1. 4 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
  - 2.
  - 3.
  - 4.



Reference Number(s) of Documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document

- Grantor(s): (Last name first, then first name and initials)
1. HOEL CONSTRUCTION COMPANY
  - 2.
  - 3.
  - 4.
  5.  Additional names on page \_\_\_\_\_ of document

- Grantee(s): (Last name first, then first name and initials)
1. The Public
  - 2.
  - 3.
  - 4.
  5.  Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description as follows: (I.e. lot/block/plat or section/township/range/quarter/quarter)

APRICOT PARK LOT 1 TO 11 AND TRACTS A AND B

Complete legal description is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel / Account Number(s):  
13502240100

WA-1

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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FIRST AMERICAN TITLE COU \$23.00

AFTER RECORDING RETURN TO:  
Hoel Construction Company  
4726 Pacific Avenue SE  
Lacey, WA. 98503

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
The Land Referred To Herein Is Situated In The State Of Washington, County of  
Thurston And Is Described As Follows:

Lots 1 to 11 and Tracts A and B of Apricot Park Subdivision, as recorded  
in the office of the Thurston County Auditor on 19 day of August 1997,  
under Thurston County Auditor's File No. 3104048

THIS DECLARATION IS MADE THIS 21 DAY OF MAY,  
1998 by HOEL CONSTRUCTION COMPANY, A Washington profit  
corporation, HEREINAFTER REFERRED TO AS "DECLARANT".

**WITNESSETH**

Whereas, Declarants are the owners of certain real property in Thurston  
County, Lots 1 to 11 and Tracts A and B of Apricot Park Subdivision, as recorded  
under Thurston County Auditor's File No. 3104048 in Thurston County,  
Washington. Lots 1 through 11 and the common areas, A and B of Apricot Park,  
as recorded in the office of the Thurston County Auditor on 19 day of August  
1997 under Thurston County Auditor's File No. 3104048 (hereinafter referred to  
as "the property" or "properties"); and

WHEREAS, Declarants will convey certain of the said properties, subject to  
certain protective covenants, conditions and restrictions, reservations, liens and  
charges as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declares that the properties described  
in ARTICLE II hereof shall be held, sold, conveyed, subject to the following  
easements, restrictions, reservations, charges, liens, covenants, and conditions, all  
of which are for the purpose of enhancing and protecting the value, desirability and  
attractiveness of the property. These easements, restrictions, reservations,  
charges, liens, covenants, and conditions shall run with the real property and shall  
be binding on all parties having or acquiring any right, title or interest herein and/or  
on all parties having or acquiring any part thereof, and shall inure to the benefit of  
each owner thereof.

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**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Apricot Park, a Washington non-profit corporation, 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 part of the Properties, including contract purchasers, 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 herein after described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property including the improvements thereto (excepting the well and waterworks supplying water for public use and owned by a public utility) 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 and B Apricot Park.

Section 5. "Lot" shall mean and refer to any of the individual lots shown upon the recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Hoel Construction Company, its successors or assigns who should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION**

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

**LOTS 1 TO 11 AND TRACTS A AND B OF APRICOT PARK  
SUBDIVISION, AS RECORDED UNDER AUDITOR'S FILE NO. 3104048 IN  
THURSTON COUNTY, WASHINGTON.**

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### ARTICLE III

#### GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than a residential dwelling, not to exceed two stories in height, with a private garage or carport for not less than one (1) or more than three (3) standard size passenger automobiles and one recreational vehicle, each lot shall provide at least two (2) off street parking spaces including the garage, carport or driveway. During construction of a residential structure, a construction office and construction materials may be maintained, by the builder, on a residential lot. Also fences in compliance with Section 7 and Section 8 herein, and outbuildings that service a residential structure that are in compliance with Section 4 herein, are allowed.

Section 2. Business and Commercial Use of Property Prohibited No trade, craft, business, profession, commercial or manufacturing enterprise of business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless said activity be in compliance with Thurston County's Ordinances or Conditional Use Permit, nor shall any goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled or repaired upon any residential lot unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner (and in accordance with Section 8 herein below) that the same are not easily visible from any street or any other lot in the plat, except for construction materials and a construction office for residential construction as described in Section 1, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood. None of the activities described in Section 2 herein shall be permitted on any street, sidewalk or other public area.

Section 3. Automobiles, Boats, Trucks, Trailers, Recreational Vehicles. The streets within the plat shall not be used for over night parking of any vehicles other than private automobiles. This covenant specifically prohibits the street storage of automobiles, boats, trucks, trailers or recreational vehicles.



No owner of any residential lot shall permit any vehicle owned by such lot owner, any member of the lot owner's family or any guest, acquaintance. Or invitee to be parked upon any street or upon any lot within the property for a period in excess of forty-eight (48) hours where such vehicle is non-operational, in repair or abandoned unless such vehicle is on a lot and enclosed in a garage or outbuilding, or screened by a fence (in accordance with Section 8) in such a manner that it is not easily visible from any street or any other lot in the plat.

**Section 4. Residential use of Temporary Structures Prohibited.** No trailer, tent, shack, garage, barn or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence either temporarily or permanently.

**Section 5. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose; provided however, that they shall not be kept in numbers or under conditions so as to become a hazard to health, safety and/or the quiet enjoyment of any lot subject to this declaration.

Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a nuisance according to the terms of the covenants.

**Section 6. Mortgage Protected.** Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provisions herein.

**Section 7. Building Setback.** No building or detached structure (with the exception of fences as described in Section 8 of this document) shall be located on any residential lot nearer to the front line than the mid point of the house, nor nearer than ten (10) feet to the rear lot line.

**Section 8. Fence Requirements.** Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall be in architectural harmony with the buildings and fences of adjacent lots. Any chain link fence shall be allowed around the drainage ponds.



No fence, wall or hedge over three (3) feet in height shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. All fences shall also meet the requirements of Section 14 and 15 where necessary.

Section 9. Easements. Easements for utilities, drainage, and access are reserved as delineated on the recorded plat map.

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, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except professionally produced signs that total not more than 3 feet square, advertising the property for sale or rent, and/or signs used by a builder to advertise the property during the construction and sales period are permitted. Signs of a political nature may be displayed from 30 days prior to any election or primary election day and 30 days following election or primary election day.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any lot.

Section 12. Water Supply. No individual water supply system shall be permitted on any lot.



Section 13. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. Garbage and Refuse Disposal. No lot open space or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon public streets, ditches or the adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual lot owner. All containers for the storage of disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

Section 16. Roofs. No flat roofs will be allowed on the house or garage.

Section 17. Exteriors. No siding shall be diagonal. The entire house must be painted or stained approved colors. The idea is that colors that are very bright, provocative or draw the attention of persons looking at the houses in the subdivision plat to those with significant color variation should be avoided. Color schemes will be selected to provide a homogenous nature and neutral look to the homes. The original house colors shall be approved by Hoel Construction Company. An owner wishing to change the house colors from the original colors shall, in writing, notify all other lot owners in the subdivision of the color change. If five lot owners object, in writing, to the new colors, within ten days the new colors shall not be allowed. Approval of changes in colors shall not be reasonably withheld. All colors approved by Hoel Construction Company.



Section 18. Nuisance. No noxious or offensive activity shall be carried on upon any residential lot. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

Section 19. Firearms. The shooting of any type of weapon or firearm is prohibited, including but not limited to BB guns, air rifles and pistols, pellet guns and sling shots.

Section 20. Landscaping. Landscaping of the front and at least one half way through the side yards shall be grass to the gravel parking strip (if one is desired) next to the street pavement and grass to grass in the front yards. The yards shall be planted with at least three deciduous trees. Yards shall be regularly mowed and neatly maintained at all times. The original deciduous trees shall be replaced if they die, become diseased or too large for the site. All landscaping shall be completed within one (1) year.

Section 21. Open Space Tracts A and B shall be dedicated to a Homeowners association, and the Homeowners Association shall be responsible for maintaining the open space and maintaining the Stormwater Drainage Facilities and the Water Well Protection Areas as required by Thurston County and reasonable environmental practices.

Section 22. Owners Easements and Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions;

(A) The right of the Association to charge reasonable admission and other fees for the use of the recreational facility situated upon the Common Area.

(B) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(C) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members.



No such dedication or transfer, with exception of Declaration of Covenants for well and waterworks, shall be effective unless and instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 23. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, residents of his household, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

Section 1. The Association shall have two classes of voting membership.

Section 2. Class "A"—Class "A" members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Class "B"—Class "B" member (s) shall be Hoel Construction (the Declarant or successor) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease upon the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(B) On December 31, 1998 Hoel Construction has control for 4 years or until all lots are sold.

Section 4. 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, dedications of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.



**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the lien and Personal Obligation for Assessments.**

The declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of deed thereof, 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 to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be charged 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 fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including the maintenance of the Common Areas, including the maintenance of Stormwater Facilities, the Water Well Protection Areas and the Pollution Source Control Plan.

**Section 3. Maximum Annual Assessment.** Until December 31, 1998, the maximum annual assessment shall be one hundred dollars (\$100.00) per lot.

(A) From and after December 31, 1999 the maximum annual assessment may be increased above 5% by a vote of fifty percent (50%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(B) 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 consent of fifty percent (50%) 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 Section 3 and 4.**

Written notice of any meeting called for the purpose of taking any action under Section 3 and 4 shall be sent to all members no less than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed and a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.**

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment of a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on 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 (12%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**Section 9. Subordination of the lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to lien of any first mortgage. Sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien and 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 thereafter becoming due or from the lien thereof.

**Section 10.** 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.

#### ARTICLE VI

#### **MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AND WELL TRACT**

**Section 1. Maintenance Covenant.** Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the plat of Apricot Park records of Thurston County, and in the Residential Agreement to Maintain Stormwater Facilities And To Implement A Pollution Source Control Plan by and between Proponent and Thurston County, recorded in Thurston County *August 19, 1997*, under Thurston County Auditors File #3104048 and attached as Exhibit A. No encroachment will be placed within the easements which may damage or interfere with the installation, inspection, and maintenance of utilities.

All operations and maintenance of the storm drainage facilities, including all expenses shall be paid by the Homeowners Association.



In the event Project Proponent, successors or the Homeowners Association, in the judgement of the Thurston County, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unstable, the Proponent or successors agree to the following remedy: After thirty (30) days notice by registered mail to the Proponent or successors, Thurston County may correct the problem or maintain facilities as necessary to restore the full design for all costs associated with engineering and construction of the remedial work. Thurston County may charge interest as allowed by law from the date of completion of construction. Thurston County 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 2. Maintenance of Facilities.**

(A) In consideration of conveyance of Tract (s) to the Homeowners Association, the Homeowners Association hereby covenants and agrees to maintain in good order and repair the storm water facilities, located in designated tracts to the requirements and standards of Thurston County Roads and Transportation, and all fences and equipment appurtenant to same. If in the opinion of the Thurston County the facilities are not maintained to the county standards, a fee may be charged to each property owner by the Homeowners Association for maintenance and or repairs of said facilities. Maintenance and or repairs of said facilities. Maintenance and or repairs can be hired out by the Homeowners Association or repairs can be done by the members, as long as work meets with county standards.

(B) All storm water runoff from rooftops shall be handled to retain all runoff on-site as per section 8.8.13.1 of the "Drainage Design and Erosion Control Manual for the Thurston County Region" published by Thurston County.

**Section 3. Maintenance Schedule.** Maintenance schedule for drainage system component as outline in exhibit A.

**Section 4. On-Site Septic Systems.** On-site septic systems for individual lots shall be placed on the property so that they will not result in the infiltration of untreated or partially treated sewage into the drainage system.



The burden shall be upon the property owner to demonstrate to the satisfaction of the Health Department for Thurston County that this condition is satisfied.

**Section 5.** The Apricot Park Homeowners Association shall provide the storm drainage maintenance required in the residential Agreement to maintain storm water facilities and to implement a pollution source control plan as recorded in Thurston County, Exhibit A, Attachment B.

**Section 6.** The Apricot Park Homeowners Association shall provide well protection as provided for in the Declaration of Covenant for Public Water Source Apricot Park and the limitation on irrigation, as provided in Exhibit B.

**Section 7.** Approximate Maintenance Schedule for Drainage System Component. This is attached in Exhibit A.

#### **ARTICLE VII**

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 and location of the same shall have been submitted to and approved in writing as to conformance with these covenants, harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designed Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### **ARTICLE VIII**

##### **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Declarants, Apricot Park Homeowners Association and/or owner of any lot or lots subject to this declaration, 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,

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Thurston Co, WA

by the provisions of this declaration; provided however, that the Declarant's right to enforce the provisions of this declaration shall terminate at such time as the Declarant shall cease to be owners of a lot or lots subject to this declaration; and provided further, however, that the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any successor, lot owner or (Apricot Park Homeowners Association) to enforce the terms and conditions of this declaration. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser or Apricot Park Homeowners Association 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 provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the owner of any lot subject to this declaration, including the declarants, Apricot Park Homeowners Association their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended successive periods of ten (10) years, unless an instrument terminating all covenants, which is signed by not less than the owners then owning ninety percent (90%) during the first thirty (30) years and seventy-five percent (75%) for any period thereafter, of the property subject to this declaration and any supplemental declaration shall have been recorded with the Thurston County Auditor. The covenants and restrictions of this declaration may be amended or by an instrument signed by not less than the owners of seventy-five percent (75%) of the lots. Amendments shall take effect when they have been recorded with the Auditor of the County of Thurston.

Section 4. Apricot Park is located within a rural agricultural area. As a result, there may be a conflict with noise, smells and sounds.

  
Signature Title 14



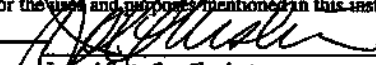
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Page: 15 of 16  
05/28/1998 12:00P  
Thurston Co, WA

ACKNOWLEDGMENT

ATTACHED TO and made a part  
of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF WASHINGTON }  
County of THURSTON } SS:

I certify that I know or have satisfactory evidence that EMERSON HOEL  
is the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated that he is  
authorized to execute the instrument and acknowledge it as the SECRETARY  
of HOEL CONSTRUCTION COMPANY INC.  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.  
Dated: May 27 1998



Jennifer C. Christensen  
Notary Public in and for the State of WASHINGTON  
Residing at ELMA  
My appointment expires: 3/10/01



FIRST AMERICAN TITLE

COU

\$23.00

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05/28/1998 12:00P

Thurston Co, WA