

**ARLINGTON ESTATES
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by Stratford Enterprises, Inc., hereinafter called "Declarant.

WHEREAS, the Declarant is the Owner and Developer of certain property in Thurston County, State of Washington, which is more particularly described as: The Plat of Arlington Estates, as per plat recorded in Volume 28 of Plats, page(s) 18, records of Thurston County, Washington;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, 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.

**ARTICLE I
DEFINITIONS**

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1. Association shall mean and refer to the Arlington Estates Home Owners' Association, (a non-profit corporation registered in the State of Washington), its successors, and assigns. The Board of Director shall mean its duly elected board, according to the articles of incorporation.
2. Owner shall mean and refer to the legal owner of record, excluding Declarant, of a fee simple title to any Lot. Owner may be one or more persons or other legal entity.
3. Common Area shall mean and refer to Parcel A, as defined in the Plat of Arlington Estates, located in the northeast corner of the plat. The Common Area is to be owned and maintained by the Association. Access to the Common Area shall be the drainage easement between Lots 16 and 17 on the Plat.
4. Lot shall mean and refer to any plot of land, including any and all improvements, shown upon the recorded subdivision map of Arlington Estates, excepting the Common Area.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

1. The Declarant and shall be entitled to three (3) votes for each Lot owned and initially un conveyed.
2. Owners shall be entitled to one vote for each Lot owned. Initially, the Owner will be a builder or general contractor who will construct homes on the lots. After these homes are conveyed, voting rights shall pass on to the buyers of these homes.



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3. When one or more person holds an interest in any Lot, such as husband and wife in joint tenancy, all such persons shall be members and be entitled to attend meetings. However, the vote for such Lot shall be exercised as they among themselves determines, but in no event shall more than one vote be cast with respect to any Lot.
4. If the fee-simple Owner does not reside in the Lot and rents the property out or otherwise encumbers the property with a less than fee-simple estate, voting and membership rights transfer to the new resident only under the following conditions: (a) Owner informs the Board in writing of the arrangement, including a forwarding address for notices of assessment, (b) new resident appears before the Board at a regular meeting to make application, and (c) Board approves the transfer of voting rights to the new resident. At this time, Board will ascertain who pays for the assessments and what might occur in event of non-payment.

ARTICLE III
PROPERTY AND OWNERSHIP RIGHTS TO COMMON AREA

1. Every Owner shall receive an undivided 1/24 interest in the Common Area and shall have a right and easement of enjoyment in the Common Area which shall be appurtenant to and shall pass with the title to every Lot. The Association shall have the right to charge reasonable assessments for the maintenance and upkeep of the Common Area and the easements to the Common Area between certain lots;
2. Enjoyment to the Common Area shall include children and residents of the household of Owners.
3. No storage, dumping, or burning of trash, garbage, rubbish, or other waste shall be allowed in Common Area. No tree, shrub, or plant shall be cut, trimmed, moved, or in any other way disturbed. The Board of Directors shall have the authority to cite any Owner or resident for violations of this item and levy the appropriate fine or penalty.

ARTICLE IV
ASSESSMENTS

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1. The Assessments may be levied by the Association and shall be used exclusively for the maintenance, upkeep, and improvement of the Common Area, including the easement between Lots 16 and 17, plus any other project deemed beneficial by the Homeowner Association under Special Assessments, such as possible LID's (local improvement districts), and so on.

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2. Each Lot Owner binds himself, his heirs, and assigns to the payment of proportional share (1/24) of taxes and assessments within Arlington Estates. Such payments shall be made directly to the Association, which shall then remit payments to the appropriate agencies or payees.
3. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Area. The first assessment shall be adjusted according to the number of months remaining in the calendar year. Following assessments shall be determined on a calendar year basis.
4. Thirty (30) days in advance of the beginning of each assessment period, the Board of Directors shall fix: (a) the amount of the annual assessment against each lot, (b) the frequency of collection, (c) due dates, and (d) interest rate and penalties for late payments. Written notice shall be sent to every Owner.
5. Any assessment not paid within thirty (30) days of the due date shall bear interest at a rate to be set by the Board and announced in the written notice. The Association may bring an 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 the Lot.
6. The Association shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Association setting forth whether assessments on a certain Lot have been paid.
7. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or trust deed. Sale or transfer of the Lot shall not affect the assessment lien. It is the obligation of the Owner to inform the Association of an impending sale or transfer and to request a pay-off certificate.

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1. In the event special assessments are required, a meeting shall be called by the Board of Directors and written notice shall be sent to all Owners at least thirty (30) days prior to the meeting. Approval shall require two-thirds (2/3) vote of the Board of Directors. However, a quorum of one-half (1/2) of all the required voters, as defined in Article II, shall be present at the meeting for the vote of the Board to be validated.

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2. In the event that one-half (1/2) of the vote is not present at the meeting, the Board shall announce a second meeting date not less than fifteen (15) days henceforth. The Board shall not be required to send out written notices, but shall undertake means to persuade absent members to attend. If at the second meeting, a one-half (1/2) vote count is still not present, the Board shall be empowered to act on the special assessments at that time.

ARTICLE VI
ARCHITECTURAL CONTROL

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1. The Board of Directors shall appoint an Architectural Committee to review requests for improvements or structural changes. In the absence of a separate committee, the Board of Directors shall act as the Architectural Committee.
2. No Lot shall be used except for residential purposes. Living areas shall be limited to one detached single family residence per Lot, plus a private garage not to exceed three cars. Each Lot shall have a paved driveway leading to the garage. Each dwelling and driveway shall have setbacks in adherence to Thurston County standards.
3. Because of registration requirements with the State of Washington, lots will be sold only to builders or general contractors who will then build the homes in accordance with plans to be approved by Declarant or the Architectural Committee, if in place at the time of home construction.
4. All dwellings shall be of comparable quality of workmanship and materials in order to ensure comparable property appreciation through the years. It is the intent of Declarant to have the builders or contractors build out the entire subdivision within a reasonable time.
5. The Architectural Committee shall review all plans for exterior changes to the homes, fences, walls, tool sheds, storage or work areas, outdoor pools, and other changes and alterations. Upon official submission of the request along with complete engineering plans and details, the Committee has thirty (30) days to approve or disapprove such plans. Failure of the Committee to act within this period of time shall not be deemed as a waiver of its rights to review such plans.
6. Each Owner is responsible for maintaining his yard and premises and improvements in a manner satisfactory to the Architectural Committee. If Owner fails to do so, the Committee shall make a recommendation to the Board of Directors to call a special meeting, and upon two-thirds (2/3) vote of the Board, shall have the right, through its agents, to enter upon said Lot and undertake the repairs necessary to restore the exterior and Lot to acceptable standards. The cost of such exterior maintenance shall be added to and subject to the assessment of such Lot.

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7. No structure of a temporary character, trailer, tent, shack, garage, barn, or out-building shall be allowed as living quarters on any Lot. No recreation vehicles, trailers, campers, boats, and non-operable vehicles will be permitted to be stored outside on any Lot.
8. No noxious or offensive activity shall be carried out on any Lot. No activities may be carried out that may become an annoyance or nuisance to the neighborhood.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Cats, dogs, and other normal household pets may be kept, provided they are not bred or maintained for commercial purposes and provided they are kept on Owner's property and not allowed to roam unrestrained through the neighborhood.
10. No oil drilling or exploration or mining operations of any kind shall be permitted on any Lot. Declarant herewith retains all oil and mineral rights to all Lots.
11. No Lot shall be used or maintained as a dumping ground for garbage, trash, and other rubbish. Trash cans shall be kept out of sight except on days prescribed for garbage pick-up.
12. The firing of any type of weapon or firearms is prohibit within the development, including, but not limited to, BB guns and pistols, air rifles and pistols, pellet guns, and sling shots.
13. Easements for access to Common Area and for storm water drains, as shown in the recorded plat, shall be kept clear of any structure, fence, plants, or other materials, so as to provide reasonable access for care and maintenance. Owners of said Lots shall be responsible for primary care of these easement areas, but shall have the right to request the Association to reimburse them for care and maintenance, should there be inordinate and unforeseen expenses involved.
14. The Association shall ensure that, in the event of heavy rains and storms, the catch basins within the subdivision and in the front of the plat along 53rd Avenue, are functioning properly and remain free of surface debris which might impede their function. Declarant shall not be responsible for any damage to any Lot or home as a result of the Association's failure to perform this simple maintenance procedure.

ARTICLE VII
GENERAL LEGAL PROVISIONS

1. The Association, through the Board of Directors, shall have the right to enforce, by a proceeding at law in equity, all provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provision which shall remain in full force and effect.
3. This Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by eighty (80%) per cent of the eligible vote in the form of a recorded instrument.

By: Edward R. Chow

EDWARD R. CHOW, VP
for STRATFORD ENTERPRISES, INC.

State of Washington)
County of Thurston)

Subscribed and sworn before me this 21st day of May, 1991.

[Signature]



My Commission expires 4/93.

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