



Thurston County Development Services
2000 Lakeridge Drive SW, Building 1
Olympia, WA 98502

Document Title(s): Covenants

Grantor(s): (Last, First, Middle Initial)

Ashton Park

Tronie Construction, LLC

Hong, Trong Moc

Hong, Rani Jenelle

Additional grantors on page _____

Grantees(s):

Public, The

Legal Description: (In abbreviated form lot; block, plat name, section-township-range)

pta NW NW 19-18-1W

Additional legal is on page _____

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

11819220500

Additional parcel #'s on page _____

The applicant must complete this form. The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE PLAT OF ASHTON PARK

This Declaration made this 16th day of July, 2004, by Washington residents Trong Moc Hong and Rani Jenelle Hong, Husband and Wife, hereinafter called the "Developer".

ASHTON PARK HOMEOWNERS' ASSOCIATION

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscaped entry areas, and other residential amenities for the benefit of the said community; and

WHEREAS, Developer desires 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, desires 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 owner thereof, and

WHEREAS, Developer has 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 and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereafter created; and Ashton Park Homeowners' Association, for the purpose of exercising the functions aforesaid:

NOW THEREFORE, the Developer declares that 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, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE 1
DEFINITIONS**

- A. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
 - 1. "Association" shall mean and refer to the Ashton Park Homeowners' Association
 - 2. "The Properties" Shall mean and refer to all such existing properties, and additions thereto, as the subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
 - 3. "Common Maintenance Area" Shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties that are maintained by the Association for the common use and enjoyment of the owners of the properties. "Common Maintenance Area" shall include:

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All landscaping and exterior lot fencing along Tract B, around the entry sign, Tract C, which is the retaining pond, and the tree tract & the recreational area, the storm drainage and sanitary sewer between lots 13 & 14, all metal poles, the mail box stands, private alley enclosures within the boundaries of Ashton Park, and stormwater facilities not belonging to the City of Olympia within the plat. All the above shall be maintained by the Ashton Park Homeowners' Association.

4. "Lot Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any lot or Living unit situated upon the properties but, notwithstanding and applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

The East 477 Feet, more or less, of all that portion of the following described tract of land which lies south the right of way of the Northern Pacific Railway Company, to wit: Commencing at the Northwest corner of Section 19, Township 18 North, range 1 West, W.M.

5. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article II, Section A, hereof.
6. "Party Wall" shall mean any wall constructed on the dividing line between two (2) parcels during the initial construction of the development comprising the Townhome portion of the Ashton Park Development.

ARTICLE II DESCRIPTION OF REAL PROPERTY

The real property on which the buildings and improvements of the several phases provided for in this Declaration are located or are to be located is described in Exhibit A of this Declaration.

ADDITIONS THERETO

- A. 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:

All of which real property shall hereinafter be referred to as "Existing Property".

- B. ADDITIONS TO EXISTING PROPERTY, Additional lands may become subject to this Declaration in the following manner:

1. Mergers. Upon a merger or Consolidation of the Association with another association as provided in its Articles of incorporation, its properties, right and obligations may, by operation of law, be transferred to another surviving or consolidated association or, 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 merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to property except as hereinafter provided.

DECLARATIONS OF COVENANTS, RESTRICTIONS & RESERVATIONS FOR ASHTON PARK

ARTICLE III
RESIDENTIAL AREA COVENANTS

A. LAND USE AND BUILDING TYPES

All building sites on "the properties" excluding designated recreational areas of tract C, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than on detached single family dwellings not to exceed two (2) stories in height, a private garage for no less than two (2) cars, guest house, and other outbuildings incidental to residential use of the premises.

B. BUILDING LOCATION

No building shall be located closer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When regulations of the governing jurisdiction requires a larger set back, the larger set back shall control.

C. EASEMENTS

Easements for installation and maintenance of utilities, 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 owner of the lot, except for those improvements for which a public authority or utility company is responsible.

D. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

E. TEMPORARY STRUCTURE

No structure 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 during the construction period.

F. 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 nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

G. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one 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 square feet are allowed.

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H. 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.

I. GARBAGE

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept out of view from the front or sides of the house at all times, except in sanitary containers on collection days, when the disposal service picks up garbage cans. Garbage containers shall not remain in view from the street for no more than twelve (12) hours at any one time. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

J. FENCES

Fencing in the Ashton Park subdivision shall be of cedar and exactly the preceding design as the fencing along tract B. The materials shall be cedar 1 x 6 panels, 2 x 4 trim and 4 x 4 posts that are pressure-treated. In all cases, fences must conform to preceding design and City standards. No fence, wall or hedge shall be permitted to extend nearer to any street than the minimum setback line. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

K. ROOFING MATERIALS

Roofing materials shall consist of cedar shakes, 30-year designer composition shingles, Concrete/brick tile, or equal as approved by the Architectural Control Committee.

L. CAMPERS, TRAILERS, AND RECREATION VEHICLES

The keeping of a boat, boat trailer, camper, mobile home, automobile, recreational vehicle or travel trailer, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 20 feet to the front lot line or to any side street line; provided, however, that such personal property of vehicle shall be adequately screened and/or within a structure which has been architecturally approved by provision of Article IV.

M. ANTENNAS

There shall be no exposed antennas on roof and no satellite dishes permitted, on or off the roof, with a diameter over 2 feet.

N. LANDSCAPING

All lots shall be landscaped including sod or seeded lawn for at least 70% of available front and side areas of residences. Front and sides shall be totally landscaped with shrubs at owners' discretion and shall be completed before occupancy permit is applied for. Landscaping in the way of sod shall also be included in planter strip areas between street and sidewalk on applicable lots. Any street trees, depicted on the approved

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tree plan, within the width boundary of any lot shall be maintained by that particular lot owner as to watering. The fertilizing and pruning of said trees will be the responsibility of the Ashton Park Homeowners' Association.

O. GARAGE AND GARAGE DOORS

No garage shall be less than a two-car garage. No garage door facing the street shall be less than 8 feet wide. Garage doors facing the street shall remain closed at all times except when necessary for those times when the homeowner is entering or leaving the garage or working out front.

P. SIDING

T-11 is not acceptable. Lap siding or greater must be used on residence.

Q. YARD LIGHT

Each residence shall have a pole yard light with photo censor, set back from the city sidewalk at a 10-foot minimum. The pole shall be brick, white or black in color.

R. MAILBOXES

All mailboxes will be the same color and style.

S. WINDOWS

Windows facing the street shall be gridded windows or have prior approval of the Architectural Control Committee.

T. COLOR

All exterior house colors shall be approved by the Architectural Control Committee.

U. SQUARE FOOTAGE

The minimum square footage for a one-story rambler shall be 1800 Square feet, not including garage. For two-stories it shall be 1,900 square feet. Townhome lots shall be no less than 1200 square feet per unit.

V. TREE REMOVAL

No trees within the tree plan of Ashton Park, whether original or planted, shall be removed or cut down without the approval of the Thurston County Forester.

W. PARTY WALLS

Each Party Wall built as a part of the original construction of the buildings on the Property, and placed on the dividing line between any Parcel or Parcels, shall constitute a party wall subject to the CC&R's. To the extent not inconsistent with the provisions of these CC&R's, the general rules of law regarding party walls and the liability for property damage due to the negligent or willful acts or omissions shall apply thereto.

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The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall, one (1/2) each; except that such cost sharing shall not apply to such repairs and papering, minor repairs or maintenance, or such repairs or maintenance as is necessary only to the wall on one side of the common boundary, for which costs only the Owner who side is repaired or maintained shall be liable.

If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has use of the Wall may repair or restore it, and the other Owner who shares such wall shall contribute on half (1/2) to the costs of the repair or restoration without prejudice to the right of any Owner to demand a larger contribution from any other Owner under any applicable rule of law or equity regarding liability for negligent or willful act or omission. All such repairs shall be performed according to all applicable laws, rules and ordinances, including without limitation the requirements of Thurston County related to two-hour area fire separation requirements.

Owners whose residences are separated by a Party Wall shall equally have the right to use such wall, except that each shall have the right to the exclusive use of the surface of the wall on his side. Neither such owner shall use any portion of the party wall so as to interfere with the use and enjoyment of the same by the other Owner. Neither shall any Owner use, repair, or modify such Party Wall so as to violate the requirements of any applicable law, rule, regulation, code or ordinance relating to applicable fire area separation for Townhouses in Thurston County, so long as these requirements apply to the buildings on the Property.

Regardless of other provisions contained herein, any Owner who, through his or her sole negligence or willfulness shall cause any Party Wall to be damaged by exposure to the elements and so incur damage beyond ordinary wear and tear shall be liable to the entire cost of repair, and for furnishing necessary protection of such wall against weather and the elements.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 composed of two (2) or more representatives appointed by the Board of Directors of the Association.

The initial Architectural Control Committee shall be composed of the following: Trong & Rani Hong. The above shall serve until a new committee is established, but no later than June 2005. If no new committee is formed within that period, then there shall be a vote on how a committee will be established.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office at least until June, 2005.

After this date the authority of the Architectural Control Committee shall automatically transfer to the HOMEOWNERS' ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

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 necessarily limited to the following:

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- A. No outbuilding or structure of any kind may be started on a platted residential lot before construction of a permanent residence.
- B. No construction of a dwelling may be started on a platted residential lot without first obtaining:
- Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.
 - Each single family residence on a platted residential lot shall contain a minimum floor area of 1,800 square feet for one story, exclusive of open decks (covered or uncovered), garages, covered carports, sheds or outbuildings, and 1,900 square feet for two stories.

The 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 nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Any time, the then record owners 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 owner's 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 thirty (30) 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 the County and the City of Olympia, procedures and regulations.

The Association shall hold the committee members harmless from any actions taken (or actions not taken) under any previous section of this declaration. By purchasing a lot in Ashton Park the owners agree that, to the extent permitted by the law, no member of the committee shall have any liability to the owners of the association for any actions taken or any actions not taken while acting as the Architectural Control Committee under this declaration.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

- A. 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.
- B. The Association shall have one class of voting membership:
- Class A. Class 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 executed as they determine, but in no event shall more than one vote be cast with respect to any lot.
- C. The Association shall have the right to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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ARTICLE VI

MAINTENANCE OF LANDSCAPED EASEMENTS
AND LANDSCAPED AREAS INCLUDING STORMWATER
TRACTS & EASEMENTS WITHIN THE PLAT OF ASHTON PARK

- A. RESPONSIBILITY FOR COMMON MAINTENANCE AREAS. It shall be the responsibility of the Association to maintain landscaped areas and storm drainage control areas within the plat of Ashton Park herein described as Common Maintenance Areas. Trees within tract C may only be removed if they pose a hazard or jeopardize the health of the adjoining trees, as determined by the City's Urban Forester. The Association shall be responsible for the maintenance of tracts A, B, and C, and the drainage easement between lots 13 and 14 in accordance with the stormwater maintenance agreement executed and on file with the City of Olympia.

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ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

- A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The developer for each lot owned by it within the properties hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to 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 as hereinafter provided, the annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

- B. 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 Maintenance Areas, including but not limit to, the payment of taxes and insurance thereon and repair, placement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

- C. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The initial annual assessment shall be \$240.00 per year per lot for lots 1-15. For the townhome lots 16-25 the initial annual assessment shall be \$75.00 per month, per lot, which shall include mowing of the front & back yards, irrigation & edging. The fee's shall be effective as of September 1, 2004. From and after 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 members, as hereinafter provided, for the next succeeding two(2) years and at the end of each such period for two (2) years for each succeeding period of two (2) 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.

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D. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authored by Section C of the 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 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 assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, 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.

E. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Sections C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of voting 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, provided further that the limitations of Section C 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 B (1) hereof.

F. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS D AND E.

The quorum required for any action & authorized by Sections D and E herein shall be as follows:

At the first meeting called, as provided in Section 4 and Section 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 forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections D & E, and required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting, but not less than three (3) votes, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall commence on September 01, 2004.

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 assessments under Section D hereof shall be fixed in the resolution authorizing such assessments.

Assessments shall be prorated for first year i.e., New member joining September 1, 2004 then the first year's dues would be six (6) months or \$120.00 . three (3) months would be \$60.00, etc. The first full year after proration will be \$240.00 per year per lot for lots 1-15 & \$75.00 per year per month for townhome lots 16-25.

H. 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 of each assessment period at least thirty (30) days in advance of such date or

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period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be open to inspection by any owner.

Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

The Association shall use a receipt to each 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 owner receiving it.

I. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN: REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then such assessment shall become delinquent and shall, together with such Interest thereupon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on tile property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then 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 bear interest from tile date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or the 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 judgment 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.

J. SUBORDINATION OF THE LIEN TO MORTGAGES.

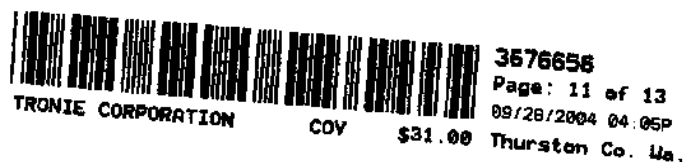
The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of mortgages now or hereafter placed upon the properties and shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, 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 the lien of any such subsequent assessment.

K. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessment charge and lien created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
2. 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.

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ARTICLE VIII
GENERAL PROVISIONS

A. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner or any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of an action taken. There will be one instance where this duration and voting power will be null and void. That is in regard to the covenants, conditions, restrictions and reservations for the plat of Ashton Park; it is hereby noted that the Ashton Park Homeowners' Association does not have the voting authority to rid themselves of the obligation to maintain the stormwater system including the water retention pond & the easement between lots 13 & 14 & the and pedestrian walks.

B. NOTICES:

Any notice required to be sent to any member or 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 owner on the records of the Association at the time of such mailing.

C. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be any proceedings at law or inequity against any person or persons 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 owner to enforce any covenant or restriction herein contained shall in no event be deemed or waiver of the right to do so thereafter.

D. 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.

E. 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 proper approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area., and amendment of this Declaration of Covenants, Conditions and Restrictions.

F. AGREEMENT TO MAINTAIN:

Stormwater facilities and to implement a pollution source control plan by and between the Thurston County and the Developer, agreement attached, hereinafter called "Exhibit A".

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Developers:

Trong Moe Hong
Trong Moe Hong – Owner/Developer
1705 Yelm Hwy SE
Olympia, WA 98501

Rani Jenelle Hong
Rani Jenelle Hong – Owner
1705 Yelm Hwy SE
Olympia, WA 98501

STATE OF WASHINGTON)
) S.S.
County of Thurston)

On this 9th day of September, 2004, before me personally appeared Trong & Rani Hong, Known to be the individual (s) described herein and who executed the within and foregoing instrument and acknowledged that Trong & Rani signed and sealed the same as their free and voluntary act and deed, for the used and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Denise Sapp
Notary Public in and for the state of Washington
Residing in Olympia
My appointment expires 10/23/07



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