



BBC ESTATES PLAT

DECLARATION OF PROTECTIVE COVENANTS

The intent of these covenants is to preserve the essential rural sense of this natural environment, the state of the environment itself, the relative property value of the owners' investment and to further the aesthetic quality of life and safety of the development.

1. All covenants shall run with the land and shall be binding on all purchases, their heirs, executors, administrators and/or assigns.

2. The following use RESTRICTIONS must be adhered to:

a. Except for the builder's temporary offices and model homes, no lot shall be used except for residential purposes. No building or structure shall be erected, constructed, maintained or permitted upon a building site other than one detached single family dwelling for single family occupancy, and a private garage for not more than three standard sized automobiles. This plat, therefore, shall be limited to execution of single family residences only. All residences shall be completed on the exterior within eight (8) months after the date of issuance of an appropriate building permit.

b. No trailer homes or mobile homes are permitted within the development, whether the wheels and towing devices are removed or not. All residences must have a permanent foundation.

c. As stated above, except for builder's temporary offices and model homes, no trade, craft, business, profession, commercial or manufacturing enterprise or business, commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, construction, vehicles or materials or supplies used in connection with any trade, service, business, or personal endeavor wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property, nor shall anything be done on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever, except for the purpose of a private dwelling or residence.

d. No structure of a temporary character shall be used on any lot at any time as a residence, either temporary or permanently. For purposes herein, a structure of a "temporary character" shall mean and include all house trailers, mobile homes, modular homes, campers, basements, tents, shacks, garages, barns or any other outbuildings erected or situated within the property. No permanent building or structure shall be used as a residence until it is completed as to external appearance, including finished painting.

e. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street.

f. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

g. All mail boxes must be of a standard accepted by the U.S. Postal authorities and must be located in those areas so designated by the appropriate United States Postmaster.

h. No sign of any kind shall be displayed unless written approval is received from the Executive Committee with the exception of a real estate "For Sale" or "For Rent" sign, the maximum size of which shall be two feet by three feet. Such signs shall physically be located only on the subject property that is "For Sale" or "Rent" and not on any other location within or around the development.

i. No permanent exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

j. No children's play areas, including, but not limited to sandboxes, swing sets, jungle gym sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood. The Executive Committee will determine whether or not the facility is objectionable.

k. No cattle are permitted. No commercial kennels are permitted. Owners are personally responsible and liable for their pets and will comply with the Thurston County ordinances.

l. No streets shall be used for parking. Temporary parking is permitted on the Right of Way. Right of Ways shall not be used for long term storage. No other vehicles other than private family automobiles, to include pickup trucks, will be stored or permitted to remain within the development unless approved by the Executive Committee or sixty (60) percent of the property owners approve.

m. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located on the adjacent lots or building sites. The finished side of any fence that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly

prohibited unless individually approved by the Executive Committee for specific purposes. Fences shall not exceed higher than eight (8) feet above the ground. No fence shall be constructed within the front yard setback area.

✓ n. Access to each lot will require (12") twelve inch culverts in the drainage ditch or as required by Thurston County standards at the time of installation. The ditch will remain in its original state as per engineering drawings.

o. No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed, upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No housetop television or radio antenna shall be erected or placed on any residential site which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building upon which it is erected, or more than eight (8) feet in its widest dimension, or finished in a bright metallic reflective surface, without the written approval of the Executive Committee. Nor shall any rotary antenna, tower, beam or similar device be constructed on any residential site or building without the written approval of the Executive Committee. No satellite dishes shall be permitted on the Property without approval of the Executive Committee.

p. The conservation easement on the adjacent plat, to the east, will not be encroached upon.

q. No home having a dimension of less than 1900 square feet, excluding garage, shall be erected on any lot, and each new home shall conform generally to existing homes in the area. Use of construction materials or methods that are clearly objectionable to the Executive Committee and 51% of the lot owners will not be permitted. Building design guidelines are at Attachment "B".

r. No activity that produces loud or otherwise objectionable noise levels, odors or pollution of any kind will be permitted within the development. Activities required for occasional maintenance, construction, safety or other similar functions are permitted as required.

s. No lots or portions of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership or any portion of this plat shall be less than the area required for the use district in which it is located. All permanent utility services shall be provided by underground service exclusively.

✓ 3. The drainage features of the plat are critical and will be maintained in accordance with Attachment "A" by the Homeowners Association.

4. All structures shall be maintained in good condition and repair and properly painted or stained. All trees, hedges, shrubs, flowers and lawns shall be maintained so that the property is not detrimental to the neighborhood. The landscaping will be limited to natural plantings (e.g.

trees, grass, shrubs, ground cover, flowers, etc.). No objects or adornments of an artificial nature will be permitted in the landscaping (e.g. plastic and/or colored figures, statues, poles, etc.).

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or recorded elsewhere, and (a) over the rear five (5) feet of each building site, and (b) over a five-foot (5') strip along each side of interior building site lines. Within these easements, no structure, such as patios, barbecues, etc., 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 of flow of drainage piping in the easements. A utility or drainage facility in the easement area of each lot or building site shall be maintained continuously by the person benefiting most directly from the utility or drainage facility, except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an owner's property in the easements herein defined, the cost to restore the property to its original state prior to this installation must be borne by the property owner(s) who require the utility or drainage facility.

6. A non-profit organization shall be organized under the laws of the State of Washington to be known as "BBC Estates". This association will include all owners in the BBC Estates plat. It is agreed that title to all easements, cul-de-sac and other common properties within the above described property shall be conveyed to said non-profit corporation.

7. All owners must be members in good standing of the association, since the primary purpose is maintenance of Hilton Lane NE, ditches, retention ponds and other common properties. The owner of each lot shall be entitled to a certificate of membership in BBC Estates Community Association. Each member shall have an equal voice in managing the affairs of the Association. The members shall elect, during the second week of September of each year, an Executive Committee consisting of not less than three (3) members. The Executive Committee term in office shall be staggered to achieve continuity within the Committee. The initial committee will be constituted with one member serving a one-year term, one member a two-year term and one member serving a three-year term. A "term" is designated as a 12-month period from 1 January. The Executive Committee shall conduct actual management and control and perform all necessary business of the Association. Election of the Executive Committee shall be conducted by each owner and member mailing a signed ballot with the names of the members selected to serve the following 12 months. This mailing of ballots must be accomplished to each of the three (3) serving Executive Committee members no later than 15 September of each year. The standing Executive Committee will then correlate and record the vote and jointly sign letters to each member announcing the new Executive Committee no later than 15 October. Ballots shall be retained by each committee member for one year and made available for review by any owner upon request. Upon creation of the first Executive Committee, the Committee will, within 120 days, develop draft operating procedures and guidelines for the execution of their duties. This draft will then be presented to each member for comment. The declarant will form and announce to the members of the Executive Committee on or about 1 January of the first year following sale of over 51% of the lots in the development.

8. By a majority vote (51%), the members of the Association may improve common areas conveyed to the Association. Members will pay maintenance fees, taxes and other necessary expenses through the Executive Committee. The Executive Committee shall fix annual dues to be paid by the membership. Such charges shall become a lien against any lot on which the assessment is not paid within three (3) months, which lien may be foreclosed in the same manner as liens for labor or materials furnished, in addition to any other remedies for collection of a debt.

9. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons attempting to violate any covenants, either to restrain such violations or recover damages thereof. These covenants and each and every part thereof shall run with the land and shall be binding upon all persons owning or having any interest in any of the above described lands.

10. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "The Property" shall mean all such existing property subject to this Declaration or any supplemental Declaration.

b. "Lot" shall mean any plot of land shown upon any recorded plat of the properties.

c. "Owner" shall mean the record owner, whether one or more persons or entities, and specifically including the declarant, of fee simple title to any lot situated upon the properties, but shall not include a contract seller or a mortgagee.

d. "Contract Purchaser" shall mean any person or person acquiring fee simple title to any lot or lots by a real property contract of sale.

e. "Declarant" shall mean and refer to BLYTH, BOONE & COOPER and their successors and assigns. The term "successors and assigns" as used in this subparagraph (e) does not include purchasers from the declarant (or from its successors and assigns) of individual lots.

f. "Finished Square Footage" shall mean and refer to that portion of each dwelling, its floors, walls and ceilings, which are totally completed and ready for occupancy as per the local governing building codes.

11. Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

Attachment "A"
BBC ESTATES
Stormwater Facilities

MAINTENANCE PLAN:

A. Introduction:

The drainage features for this project include a grass-lined biofilter swale/roadside ditch and two ponds. Runoff from homesites and tributary area are collected in the ditches and conveyed to the ponds. The upper pond is designed to infiltrate all stormwater. The lower pond detains stormwater runoff releasing it at predeveloped rates to a drain pipe down over the hill behind Lot 5. In addition, roof runoff from homes on Lots 4, 5 and 6 are detained in an underground gravel detention trench.

B. Responsibility:

Operation and maintenance of the stormwater facilities are the sole responsibility of the Homeowner's Association. All costs, liability, and responsibility rest with the Homeowner's Association including shared cost, liability, and responsibility for the drainage facilities located on Lots 4, 5 and 6.

C. Schedule:

Maintenance of the drainage facilities shall, as a minimum, follow the schedule outlined in the tables included in this plan as they apply to the facilities of this project. Inspection of all facilities shall be performed per the maintenance schedule and corrections shall be made if the "criteria" for attention is met.

In general, the following items shall be monitored and addressed as necessary:

1. The ponds and underground facilities are designed to infiltrate and/or detain stormwater runoff and, as such, shall not be used for other purposes which detract from their intended use. Place no fills in the ponds. Do not excavate or remove gravel trenches.
2. Substantial vegetation limits the ability of the ponds to accommodate stormwater flows. Remove large brush and trees as they become present.
3. The pond is designed to be 3 feet deep. Once sediments have reduced the depth to 2.75 feet, remove soil to the original elevation.
4. Check culverts frequently for plugging. Check outlet pipe often particularly looking for plugging of the outlet orifices.
5. The pond and trenches are designed to empty in 48 hours following a storm. If they remain full, corrective action is necessary.

D. Cost:

Cost for performing maintenance and corrective measures for the drainage facilities is estimated to be \$100.00/ year.

ATTACHMENT "A" (CONTINUED)

Maintenance Checklist for Control Structure/Flow Restrictor (structure that controls rate at which water exits facility)

Frequency	Drainage System Feature	✓	Problem	Conditions To Check For	Conditions That Should Exist
M	Structure		Trash & debris (includes sediment)	Distance between debris buildup and bottom of outlet pipe is less than 1 1/2 feet.	All trash and debris removed.
A			Structural damage	Structure is not securely attached to manhole wall and outlet pipe structure should support at least 1,000 pounds of up or down pressure.	Structure securely attached to wall and outlet pipe.
A				Structure is not in upright position (allow up to 10% from plumb).	Structure is correct position.
A				Connections to outlet pipe are not watertight and show signs of rust.	Connections to outlet pipe are watertight; structure repaired or replaced and works as designed.
M				Any holes—other than designed holes—in the structure.	Structure has no holes other than designed holes.
M,S	Closest gate		Damaged or missing	Closest gate is not watertight or is missing.	Gate is watertight and works as designed.
				Gate cannot be moved up and down by one maintenance person.	Gate moves up and down easily and is watertight.
M,S				Chain leading to gate is missing or damaged.	Chain is in place and works as designed.
A				Gate is rusted over 50% of its surface area.	Gate is repaired or replaced to meet design standards.
M,S			Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
M,S	Overflow pipe		Obstructions	Any trash or debris blocking (or having the potential of blocking) the overflow pipe.	Pipe is free of all obstructions and works as designed.

If you are unsure whether a problem exists, please contact the Jurisdiction and ask for technical assistance.

Comments:

Key:

- A = Annual (March or April preferred)
- M = Monthly (see schedule)
- S = After major storms

ATTACHMENT "A" (CONTINUED)

Maintenance Checklist for Catch Basins and Inlets

Frequency	Drainage System Feature	✓	Problem	Conditions To Check For	Conditions That Should Exist
M,S	General		Trash, debris, and sediment in or on basin	Trash or debris in front of the catch basin opening is blocking capacity by more than 10%.	No trash or debris located immediately in front of catch basin opening. Gate is kept clean and allows water to enter.
M				Sediment or debris (in the basin) that exceeds 1/3 the depth from the bottom of basin to lowest of the lowest pipe into or out of the basin.	No sediment or debris in the catch basin. Catch basin is dug out and clean.
M,S				Trash or debris in any inlet or pipe blocking more than 1/3 of its height.	Inlet and outlet pipes free of trash or debris.
M			Structural damage to frame and/or top slab	Corner of frame extends more than 24 inch past curb face into the street (if applicable).	Frame is even with curb.
M				Top slab has holes larger than 2 square inches or cracks wider than 1/4 inch (meant to make sure all material is running into the basin).	Top slab is free of holes and cracks.
M				Frame not sitting flush on top slab, i.e., separation of more than 24 inch of the frame from the top slab.	Frame is sitting flush on top slab.
A			Cracks in basin walls/bottom	Cracks wider than 1/2 inch and longer than 3 feet, any evidence of soil particles entering catch basin through cracks, or maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
A				Cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	No cracks more than 1/4 inch wide at the joint of inlet/outlet pipe.
A			Settlement/misalignment	Basin has settled more than 1 inch or has rotated more than 2 inches out of alignment.	Basin replaced or repaired to design standards. Contact a professional engineer for evaluation.
M,S			Fire hazard or other pollution	Presence of chemicals such as natural gas, oil, and gasoline. Obnoxious color, odor, or sludge noted.	No color, odor, or sludge. Basin is dug out and clean.
M,S			Outlet pipe is clogged with vegetation	Vegetation or roots growing in inlet/outlet pipe joints that is more than six inches tall and less than six inches apart.	No vegetation or root growth present.

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ATTACHMENT A (CONTINUED)

Maintenance Checklist for Infiltration Systems

Frequency	Drainage System Feature	√	Problem	Conditions to Check For	Conditions That Should Exist
M,S	General		Trash & debris buildup in pond	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Potentially vegetation	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M,S			Fire hazard or pollution	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Vegetation not growing or in overgrowth	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Product tubes	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
M			Branches	See Maintenance Checklist for Ponds.	See Maintenance Checklist for Ponds.
A	Storage area		Sediment buildup in system	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Sediment is removed and/or facility is cleaned so that infiltration system works according to design. A sediment trapping area is installed to reduce sediment transport into infiltration area.
A			Storage area drains directly from basin of house or driveway	A soil texture test indicates facility is not working at its designed capabilities or was incorrectly designed.	Additional volume is added through excavation to provide needed storage. Soil is tested and reworked to improve drainage. Contact the City for information on its requirements regarding excavation.
M			Sediment trapping area	Any sediment and debris filling area to 10% of depth from sump bottom to bottom of outlet pipe or obstructing flow into the connector pipe.	Clean out sump to design depth.
One Time			Sediment trapping area not present	Stormwater enters infiltration area directly without treatment.	Add a trapping area by constructing a sump for settling of solids. Separate settling area from rest of facility. Contact City for guidance.
M	Rock filter		Sediment and debris	By visual inspection little or no water flows through filter during heavy rain storms.	Replace gravel in rock filter.

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ATTACHMENT "A" (CONTINUED)

Maintenance Checklist for Conveyance Systems (Pipes, Ditches, and Swales)

Frequency	Conveyance System Feature	✓	Problem	Conditions to Check For	Conditions That Should Exist
M,S	Pipes		Sediment & debris	Accumulated sediment that exceeds 20% of the diameter of the pipe.	Pipe cleaned of all sediment and debris.
M			Vegetation	Vegetation that reduces free movement of water through pipes.	All vegetation removed so water flows freely through pipes.
A			Damaged (rust, bent, or crushed)	Protective coating is damaged; rust is causing more than 80% deterioration in any part of pipe.	Pipe repaired or replaced.
M				Any dent that significantly impedes flow (i.e., decreases the cross section area of pipe by more than 20%).	Pipe repaired or replaced.
M				Pipe has major cracks or tears allowing groundwater leakage.	Pipe repaired or replaced.
M,S	Open ditches		Trash & debris	Dumping of yard wastes such as grass clippings and branches into basin. Unwieldy accumulation of non-degradable materials such as glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose as prescribed by City Waste Management Section.
M			Sediment buildup	Accumulated sediment that exceeds 20% of the design depth.	Ditch cleaned of all sediment and debris to the 4 inches design.
A			Vegetation	Vegetation (e.g., woody shrubs or saplings) that reduces free movement of water through ditches.	Water flows freely through ditches. Grassy vegetation should be left alone.
M			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
A			Rock lying out of place or missing (if applicable)	Maintenance person can see active soil beneath the rock lying.	Replace rocks to design standard.
Varies	Catch basins			See Catch Basins Checklist.	See Catch Basins Checklist.
M,S	Swales		Trash & debris	See above for Ditches.	See above for Ditches.
M			Sediment buildup	See above for Ditches.	Vegetation may need to be replanted after clearing.
M			Vegetation not graded or overgrown	Grass cover is sparse and woody or areas are overgrown with woody vegetation.	Aerate soils and mowed and mulch bare areas. Maintain grass height at a minimum of 1/2 inches for best water retention. Remove woody growth, reseed, and mow as necessary.
M,S			Erosion damage to slopes	See Ponds Checklist.	See Ponds Checklist.
M			Conversion by homeowner to incompatible use	Swale has been filled in or blocked by shed, woodpile, driveway, etc.	If possible, speak with homeowner and request that swale area be restored. Contact City to report problem if not rectified voluntarily.
A			Swale does not drain	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1-4% range if possible. If grade is less than 1%, underdrains may need to be installed.

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BBC ESTATES

BUILDING DESIGN GUIDELINES

A. Minimum Floor Areas (see Protective Covenants).

B. Architectural Guidelines.

1. Building design should express individuality and not a "tract house" development appearance; however, highly unusual or "extreme" architectural designs are not acceptable.
2. Building design should be of a size and quality consistent with Northwest regional homes of the 1988 era in the \$135,000.00 to \$175,000.00 price range.
3. The use of window pop outs and bays, special windows (arched, stain glass, octagon, etc.), brick veneer, quality entrance doors and side lights and steep roof pitches are encouraged. The architectural design should incorporate breaks and projections in the wall and roof surfaces to minimize the appearance of plainness and boxiness.
4. Attached enclosed garages are preferred and should be designed and detailed to blend with the house (carports are not acceptable).
5. Windows shall consist either of wood or appropriately colored aluminum, etc. to match exterior color scheme.
6. Brick, natural stone or natural wood exterior siding is preferred, stained or painted to compliment the style of the house. Use of plywood, handboard, stucco or other non-wood products will require submitting colored samples for special review and approval by the Executive Committee. No T-1-111 and/or similar products or treatments are acceptable.
7. Exterior colors must be submitted for review and approval of the Executive Committee; they must complement the style of the house and not be disruptive of the harmony of surrounding homes.
8. The excess repetition of identical exterior plan elevations and exterior finishes is not acceptable.
9. Driveways and walks should be exposed aggregate, natural gravel, decorative concrete or similar material.

C. General.

Nothing in these building design guidelines is intended to limit the use of architectural design and materials which are in good taste and are harmonious with the general tone and quality of the community.