

PROTECTIVE COVENANTS BAILEY PARK

We, the undersigned, being the owners of all the property described below and known as Plat of Bailey Park, in order to provide for the aesthetic, healthful, and uniform development of all the below said real property, and so as to provide for a control of structures to be erected and improvements to be made upon said real property, on this Third Day of May, 1993, do hereby covenant and agree to keep all the covenants hereinafter set forth and which are hereby made applicable to the below real property known as the Plat of Bailey Park, and said covenants shall be binding upon the owners thereof to the extent provided in such covenants and subject to which covenants all of such property shall be owned, held, used, occupied, and developed:

LOTS 1-8 BAILEY PARK

I. HOMEOWNERS ASSOCIATION AND VOTING

- 1.0 The homeowners association is made up of the owners of the eight individual lots. For the purpose of the association, the members will be the legal owner(s) of each parcel.
- 1.1 There shall be one (1) vote per each parcel. The voting owner shall be designated by the owner or owners of each parcel. If a person partnership or corporation owns more than one unit he or it shall have one vote for each parcel owned.
- 1.2 The homeowners association is also the architectural control committee
- 1.3 Issues voted upon by committee, including changes to Bailey Park Covenants, will be recognized with six affirmative votes by Homeowners Association.
- 1.4 At the end of each fiscal year the homeowners association will elect a Director and Secretary Treasurer which will be hereafter referred to as the "Board".

II. MEETINGS, AUDITS, NOTICES OF MEETINGS

- 2.0 There shall be an annual meeting of the owners in the second quarter of each year at such reasonable place and time as may be designated by written notice of the board

PROTECTIVE COVENANTS FOR BAILEY PARK

1

Vol: 2118 Page: 977
File No: 9307080224



Order Title Insurance Through
Chicago Title Insurance Company
Olympia (360) 456-7878

delivered to the owners no later than ten (10) days prior to the date fixed for said meeting. At the annual meeting there shall be presented an accounting of common expenses itemizing receipts and disbursements for the preceding calendar year and an estimate for the coming calendar year. The board at any time or Twenty Five Percent (25%) of the owners may request a special meeting by written request to inspect and/or audit management books. All books and records should be kept in accordance with good accounting and bookkeeping procedures.

- 2.1 Special meetings may be called at any time with a ten day written notice for the purpose of discussing and voting on items below:
 - a. Any and all exterior alterations, including but not limited to, structural alterations, cosmetic alterations, Paint Colors, roofing material, and major landscape charges in the interest of maintaining uniformity of the development.
 - b. Unanticipated expenses for the purpose of repairing any and all common areas. (Common areas are easement areas such as Puget Power Easement, stormwater drainage area, all fencing around Bailey Park Plat, all signs contained within Bailey Park, and private road in Bailey Park) Any and all repairs to common areas defined within Bailey Park will be paid for by the homeowners association unless damaged by Bailey Park owner or their respective visitor(s). All repairs to be paid/completed by responsible party(s)
 - c. Any grievances or disputes between one or more owners and/or any outside entities.

III. GENERAL RESTRICTIONS AND CONDITIONS

- 3.0 NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 3.1 SIGNS. No sign of any kind shall be displayed in public view on any lot, building, or structure except signs used by builder or developer during construction, or real estate agents for the purpose of selling any lot or home.
- 3.2 TEMPORARY/PERMANENT STRUCTURES. Any proposed out buildings or fencing must be brought before and approved by the architectural committee.

- 3.3 **BUSINESSES.** No type of business shall be conducted on any lot or within any dwelling or structure that is visible to the public view
- 3.4 **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or any other normal house pets may be kept, provided that they are not maintained for commercial purpose. Each homeowner may have a maximum of two (2) cats or two (2) dogs, i.e. 2 cats or two dogs or 1 cat and 1 dog.
- 3.5 **GARBAGE.** No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste will be kept in sanitary containers and out of view.
- 3.6 **DRIVEWAYS, PARKING and STORAGE of VEHICLES.** No vehicles may be parked or stored for a period of more than 30 Days. All owners and their visitors will abide by parking restrictions within Bailey Park.
- 3.7 **"STORMWATER MAINTENANCE COVENANT"**
Easements are hereby granted for the installation, inspection, and maintenance of the utilities and drainage facilities as delineated on the plat for Bailey Park. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under auditor file number _____.

IV. ASSOCIATION DUES

- 4.0 Dues will be collected from each owner (amounts may be changed by association vote) for the purpose of maintaining common areas as defined in section 2.1
- 4.1 Dues will be collected on or before the first of September and the first of March in the amount of \$50.00 per six month period. Dues will be prorated starting with the issuance of the Certificate of Occupancy from the City of Tumwater.

END OF COVENANTS

PROTECTIVE COVENANTS FOR BAILEY PARK
3

THURSTON COUNTY
OLYMPIA, WA
27/08/93 4:10 PM
REQUEST OF: /GCT
Sam S. Reed, AUDITOR
BY: JAHANEL, DEPUTY
19.00 PRCOV