



**BARRINGTON HEIGHTS  
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 located with the City of Olympia, State of Washington, described as Barrington Heights, as per plat recorded in Volume        of Plats, page (s) 3033957, records of Thurston County, Washington;

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, which are intended to protect 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**

1. Association shall mean the Barrington Heights Homeowners Association composed of the owners of the lots in Barrington Estates. The Association shall elect a Board of Directors pursuant to the conditions contained herein.
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 Areas shall consist of two portions, as contained in the final plat: (a) TRACT A which is the wetland area and buffer and Tree Retention Area, located in a diagonal portion running from northwest to southeast; (b) Tract B, which is the Stormwater Facilities located in the northwest portion of the plat. Both tracts are defined in detail on the face of the plat.
4. Lot shall mean and refer to any plot of land, including any and all improvements, shown upon the recorded subdivision map, excluding Common Areas.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

1. Declarant shall be entitled to three (3) votes for each Lot owned and initially un conveyed.
2. Owners shall be entitled to one (1) vote for each Lot owned after initial conveyance from Declarant.





3. When one or more persons owns a Lot, such as husband and wife in community ownership, all such persons may attend the periodic meetings but shall only cast one vote among themselves per Lot.

4. If the Owner does not reside in the Lot and rents the property to a tenant, such tenant shall be entitled to exercise the vote provided: (a) Owner informs the Board in writing to that effect, (b) Board approves in writing, and (c) Owner remains fully paid up as to any assessments.

### ARTICLE III BOARD OF DIRECTORS

1. Any time after a minimum of twenty (20) of the front twenty-six (26) lots have been sold, there shall be a meeting of the Association to elect a Board of Directors. There shall be a three (3) Directors elected. This number may be changed by amendment to these covenants. The Directors shall choose among themselves and appoint a Chairman.

2. The Association shall meet at least once a year to reselect a new Board. The date of such a meeting shall be decided by the Board. Notice of such meetings shall be provided with thirty (30) days' written notice to all Owners. Should special meetings be necessary, notice should be provided within seven (7) days' written notice to Owners.

3. A majority vote of the Board is necessary to conduct business and enforce decisions. A Director may resign at any time upon written notice to the Board. A Director can also be removed with or without cause, by a majority vote of Owners, provided any notice of meeting shall specifically name the Director to be removed. A vacancy of the Board may then be filled at the annual meeting or at a special meeting.

4. The Chairman of the Board can automatically also serve as President of the Association while the other Directors shall be Vice Presidents. One of the Vice Presidents shall be in charge of handling the records for the maintenance of the Stormwater pond as well as enforcement to keep Common Areas clean and free of rubbish, and so on. The other Vice President shall be in charge of other duties, as seen fit by the Board.

5. If so desired, the Board may appoint other officers from among Owners, such as a Secretary to take minutes, a Treasurer to collect and handle funds, and so on.

6. Because it is the intent of Declarant to also build the homes in the subdivision, no provisions for Architectural Control are necessary to regulate the size of homes, and so on. However, after election of the first Board, the Association has the option of assigning the Board the function as Architectural Control to regulate future building and to set the procedures accordingly. In any case, Owners are subject to City regulations regarding alterations, additions, and modifications to their properties.



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**ARTICLE IV  
RESPONSIBILITY REGARDING COMMON AREAS**

1. The Association shall be responsible for the maintenance and upkeep of the Common Areas and shall have the right to levy fines and assessments to enforce such maintenance and upkeep. Common Areas are defined in Article I-3 above.
2. There shall be no storage, dumping, or burning of trash, garbage, grass clippings, rubbish, and the like, in the Common Areas.
3. The Association shall maintain an active role in communicating with the City of Olympia regarding any potential problems with the Common Areas.
3. The Association, through the Board of Directors, shall have the responsibility to enforce the Stormwater Facilities Maintenance Agreement initially signed by Declarant but eventually to be fully turned over to the Association, recorded as Document No 3033944 at the Thurston County Auditor. Among the requirements shall be : (a) keeping records and annual reporting to the City in May of each year; (b) monitoring the pathways to the storm pond, and keeping them free of blockages including the catch basins and biofiltration swales on the north side of Lots 21 to 25, (c) general maintenance of the storm pond itself, including the trees around the pond. Note the Agreement may be amended upon mutual agreement of the Declarant, or the Board of Directors, and the City of Olympia.
4. Regarding the wetland and tree retention area known as Tract A, all Owners have the right to traverse and enjoy such open space via the pathway at the northwest corner of the subdivision provided care is taken so as to keep such space in its natural condition.
5. Those Owners whose Lots abut Tract A have a premium situation to enjoy such open space in the backyards but also have a greater responsibility to maintain Tract A for the enjoyment of all Owners and remain vigilant regarding violations. Under no circumstances can any portion of Tract A be fenced in and enclosed as part of Owner's individual Lots.
6. The Common Areas are for the enjoyment of Owners and their guests and not for the general public. The Association should discourage non-Owners from using Tract A as a pedestrian pathway for neighboring residents by maintaining "No Trespassing" signs at strategic locations.

**ARTICLE V  
ASSESSMENTS**

1. Should the Board authorize an assessment for any legitimate reason, the payments shall be collected by the Association and remitted to the appropriate agencies or payees. Each Owner shall be assessed an equal proportion of the entire amount.
2. Thirty (30) days before the beginning of any assessment period, the Board shall fix and send written notices to Owners the following: (a) amount of annual assessment, (b) frequency of collection, (c) due dates, (d) interest rate and penalties for late payments.
3. Any assessment not paid within thirty (30) days of the due date shall bear interest at the rate set by the Board. The Association may bring an action at law against Owner and foreclose the lien against the property. No Owner may waive or escape liability for the assessment by claiming non-use of the Common Areas or by abandonment of the Lot.
4. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or deed of trust. 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. The Association shall, upon demand, and for a reasonable fee, furnish such pay-off requests.

**ARTICLE VI  
OTHER REGULATIONS**

1. 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. Any home business, such as day care, shall be subject to City regulations.
2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Normal household pets such as cats and dogs may be kept provided they are not bred or maintained for commercial purpose and provided they are kept on Owner's property and not allowed to roam unrestricted through the neighborhood.
3. No oil drilling or exploration or mining operation of any kind shall be permitted on any Lot.
4. The firing of any type of weapon or firearms shall be prohibited within the development, including but not limited to BB guns and pistols, air rifles and pistols, pellet guns, bow and arrow, and sling shots.



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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 provision of this Declaration. Failure by the Association to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any covenant, condition, or restriction herein by judgments or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. This Declaration may be amended by 80% of the eligible vote in the form of a recorded instrument. However, the Association may not amend or change any requirements regarding the maintenance of the stormwater facilities without prior approval by the City of Olympia.
4. The Association may not, under any condition, be disbanded without prior approval by the City of Olympia.

By: *Edward R. Chow*  
 EDWARD R. CHOW, Vice President  
 for STRATFORD ENTERPRISES, INC.

State of Washington )  
 County of Thurston )

Subscribed and sworn before me this 6<sup>th</sup> day of June 1996

*Gwendolyn J. Potter*  
 Notary Public

My commission expires 9-29-96

Gwendolyn J. Potter



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