



COVENANTS, CONDITIONS AND RESTRICTIONS  
BICENTENNIAL ADDITION

THIS DECLARATION, made on the date hereinafter set forth by G.S.C. LIMITED PARTNERSHIP, a Washington limited partnership, hereinafter referred to as "Declarant" or "Developer," and PARK HILL CORPORATION, INC., a Washington corporation, hereinafter referred to also as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner and purchaser of certain property in the County of Thurston, State of Washington, which is more particularly described below; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declare that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1 - "Association" shall mean and refer to G.S.C. Limited Partnership, its successors and assigns.

Section 2 - "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association contiguous to said described real property.

Section 3 - "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, as hereinafter described.

Section 4 - "Lot" shall mean and refer to any plot of land shown upon all recorded subdivision map of the properties with the exception of the common area.

Section 5 - "Unit" shall mean and refer to any individual multi-unit dwelling shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6 - "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7 - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8 - "Declarant" or "Developer" shall mean and refer to G.S.C. Limited Partnership, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

## ARTICLE II

### Real Property Described

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Thurston, State of Washington, and is described as follows: (See Exhibit "A" attached hereto and by this reference made a part hereof.)

## ARTICLE III

### Annexation of Additional Properties

Section 1 - Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof shall require the assent of two-thirds of the members of the Association at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event the two-thirds of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section shall also require the prior written approval of the Developer.

ARTICLE IV

Membership in the Association

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association shall be a member of the Association. Provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the "member." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of, or a contract purchaser's interest in, any lot which is subject to assessment by the Developer or Association except that the Developer shall be eligible for membership without regard to ownership of an interest in the properties. Developers who are now owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sales of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

ARTICLE V

Voting Rights in the Association

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each lot or unit in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any lot or unit, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

Class B: Class B member(s) shall be the Developer. The Class B member(s) hold the interest required for membership by Article IV, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or (b) on the date of December 1, 1978.

ARTICLE VI

Property Rights in the Common Properties

Section 1 - Member's Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the common properties, and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in, every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of gueses of members;

(b) The right of the Association to charge its members reasonable admission and other fees for the use of any recreational facility situated upon the common property.

(c) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including but not limited to the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public to the extent allowed by the ordinances of the County of Thurston.

(d) The right of the Association to suspend the voting rights and rights to use the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be required to exercise its rights to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for non-payment of an assessment upon the request of the Developer.

(e) The right of the Association to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance; and

(f) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c) and (e) shall require the prior approval of the Developer.

Section 2 - Delegation of Use: Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties and facilities to the members of his family, or his tenants, who reside on the property and, subject to regulation by the Association, to his temporary guests.

Section 3 - The Developer: The Developer shall hold said common properties in trust for the benefit and enjoyment of the residents of the properties during the developmental period, at which time the trust shall terminate and the Developer shall thereupon convey the common properties to the Association subject to the provisions of this Declaration or supplemental Declaration. During the term of said trust, the Developer shall exercise control over the collections and disbursements of assessments and over the development and maintenance of the common areas and related facilities.

Section 4 - Common Properties: The common properties referred to herein are more particularly described in attachment "B" hereto which is by this reference made a part hereof.

#### ARTICLE VII

##### Covenant for Maintenance Assessments

Section 1 - Creation of the Lien and Personal Obligation for Assessments: Each owner, or contract purchaser, of any lot or lots, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the developer during the developmental period, and thereafter to the Association as hereinafter provided, (1) monthly assessments or charges, and (2) special assessments for capital improvements. Such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; Provided, however, that in the case of a sale or contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2 - Purpose of Assessments: The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common properties and street lighting on streets located within the subdivision pursuant to Residential Underground Agreement No. 5-428 and Mercury Vapor Street Lighting Service Contract applicable thereto with Puget Sound Power & Light Company.

Section 3 - Amount of Monthly Assessments: The amount of the monthly assessments shall be as follows: Each owner or contract purchaser shall pay the amount of \$10 per month per lot. During such time as title to the common properties is held by the Developer, such sum shall be payable to the Developer. Upon termination of the trust and conveyance of the common properties to the Association, the sum shall be payable to the Association. Said monthly assessments may be increased by the Association with the consent of two-thirds of the members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not later than thirty (30) nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum \$30 per month. The monthly assessment may be decreased or increased by the Association without the assent of two-thirds of the members in an amount not in excess of twenty percent (20%) per year. Monthly assessments shall at all times be sufficient to pay for the electric energy and service provided by Puget Sound Power & Light Company for street lighting.

Section 4 - Special Assessments for Capital Improvements: In addition to the annual assessments authorized 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 construction, reconstruction, repair or replacement of capital improvements upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called off this purpose.

Section 5 - Date of Commencement of Monthly Assessments -- Due Dates: As to each particular lot involved, the liability for the monthly assessments provided for in Section 3 above shall begin on the first day of the calendar month following the expiration of six months from the date of any deed or real estate contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessment under Section 4 of this Article shall be fixed by the Developer or, as to the Association, by the resolution authorizing such assessment.

Section 6 - Effect of Nonpayment of Assessments -- Remedies: If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of ten percent (10%) per annum and the Developer, or upon the termination of the trust, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such

assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 7 - Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8 - Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties; and
- (d) All properties owned by a charitable or non-profit corporation exempt from taxation by the laws of the State of Washington.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VIII Architectural Control

No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building, plans, specifications, plat plan, landscaping and fencing plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Don M. Sharp, P. Alvin Padget and Della A. Sharp, or by a representative designated by a majority of the members of said committee. In the event said board or its designated representative fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, then the same shall be deemed disapproved. Any such design and/or location disapproved may be resubmitted with changes and any written disapproval by the committee shall

be accompanied by suggested changes from the committee to allow approval. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the developmental period or upon the prior death of all three of said members. Thereafter, the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association. The Architectural Control Committee shall be composed of more representatives who shall be appointed by the Board of Trustees of the Association.

All plans, specifications and plat plans which must be submitted for approval hereunder shall be submitted to said committee at the following address:

420 South Washington Street  
Olympia, Washington 98501

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said committee.

No single family dwelling unit shall be constructed except according to the following specifications, which are exclusive of any garage or carport areas:

- (a) Split-entry or two-level homes shall have a minimum of 1,100 square feet for each level of the home and have at least a two-car garage. Garage may be attached to dwelling or detached, but must be built and completed simultaneously with the dwelling.
  - (b) Single-story homes with a full basement shall have a minimum of 1,250 square feet each for the ground floor and for the basement area and meet the garage requirements set forth in (a) above.
  - (c) Single-level homes shall have a minimum of 1,300 square feet and meet the garage requirements as set forth in (a) above.
  - (d) Tri-level homes shall have a minimum of 1,600 square feet of finished living space total for all three levels and meet the garage requirements set forth in (a) above.
  - (e) Duplexes and four plexes shall have a garage, carport or covered parking area for each separate living unit (i.e., duplexes: two parking units; four plexes: four parking units). Lots numbered
- are designated for duplexes. Duplexes shall have a minimum of 800 square feet of finished living space for each two bedroom separate living unit. Three bedroom separate living units in duplexes shall have a minimum of 1,000 square feet of finished living space. The four plexes shall have

the following minimum finished living space for each separate living unit: One bedroom: 700 square feet minimum; two bedroom: 800 square feet minimum; three bedroom: 900 square feet minimum.

There shall be a height restriction for all constructed family dwellings of not more than two and one-half stories.

Signs: No signs shall be erected or maintained on any residential lot in the tract except that not more than one approved "For Sale" or "For Rent" sign placed by the owner or building or by a licensed real estate broker, not exceeding 18" high and 24" long may be displayed on any lot.

Fences: All fences shall be in conformance with applicable Thurston County ordinances.

Electrical: All permanent electrical utility systems shall be underground exclusively.

#### ARTICLE IX

##### Exterior Maintenance

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

#### ARTICLE X

##### Use Restrictions

Section 1 - Enjoyment of Property: The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.

Section 2 - In Derogation of Law: No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 3 - Pets: Owners shall observe and obey the laws applicable to the residents of the County of Thurston pertaining to care, control and husbandry of animals and pets.

Section 4 - Commercial Activity: There shall be no commercial activity by the members of this Association within the properties of this Association.

Section 2 - Utilities: All property, both private and the common area, shall be subject to an easement for public utilities of all types.

ARTICLE XII  
General Provisions

Section 1 - Enforcement: The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability: Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3 - Amendment: 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 of any lot or unit subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of the recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by lot less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot or unit owners. Any amendment must be properly recorded.

Section 4 - Legal Description: The legal description of Bicentennial Addition is attached hereto as Attachment "A" and by this reference made a part hereof.

G.S.C. LIMITED PARTNERSHIP  
a Washington limited partnership

By /s/ Don M. Sharp  
General Partner

STATE OF WASHINGTON    )  
                                  ) ss.  
COUNTY OF FRANKLIN    )

On this day personally appeared before me Don M. Sharp, known to me to be the general partner of G.S.C. Limited Partnership, a Washington limited partnership, and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of May, 1977.

/s/ Dorothy G. Hughes  
Notary Public in and for the State of  
Washington, Residing at Pasco.

(SEAL)

Section 5 - Temporary Structures: No structure of a temporary character, such as a trailer, motor home, camper or shack or other outbuildings shall be used on any lot at any time as a residence.

Section 6 - Nuisances: No noxious or offensive activities shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 7 - Livestock and Poultry: No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domesticated household pets may be kept according to the provisions of Section 3 above.

Section 8 - Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 9 - Sewage Disposal: Individual sewage disposal systems shall be permitted on any lot, subject to all County health, building, safety and other governmental regulations and requirements.

Section 10 - Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 11 - Water Supply: No individual water supply system shall be permitted on any lot.

Section 12 - Distance Between Buildings: In all cases there shall be a distance of ten feet between buildings and a given distance of ten feet from all existing public roads occupied by vehicular traffic. In all cases, the setback requirements for a front yard, rear yard and side yard shall not be in derogation of the Thurston County standards, and practices for developments of this type, except as designated in the applicable zoning ordinance of the County of Thurston, State of Washington.

Section 13 - Heating and Cooling Units: No heating, ventilating or cooling unit shall be placed so that noise or exhaust is directed other than to the rear of the premises.

#### ARTICLE XI

##### Easements

Section 1 - Common Areas: The entire common area shall be subject to an easement of access and enjoyment for all the member owners of the Association.

ATTACHMENT "A"

Legal Description

The Northwest one-quarter of the Northeast one-quarter of Section 14, Township 18 North, Range 1 West, W.M., and that portion, if any, of the Northeast one-quarter of the Northeast one-quarter of said Section 14 lying westerly of County road; EXCEPTING therefrom County roads, Thurston County, Washington.

ATTACHMENT "B"

Description of Common Areas

That portion of the Bicentennial Addition designated as Tract "A" as shown on the plat thereof recorded in Thurston County, Washington.

Auditor's File No. 1005571  
Recorded July 25, 1977

AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BICENTENNIAL ADDITION

In accordance with Articles IV and V of the Covenants, Conditions and Restrictions, Bicentennial Addition, as recorded May 17, 1977 under Auditor's File No. 998400 in Volume 788 of Plats, pages 474 through 486, inclusive, records of Thurston County, Olympia, Washington; Section 3, Article VII, is hereby amended in the first sentence only to read: The amount of the monthly assessments shall be as follows: Each owner or contract purchaser shall pay the amount of two dollars (\$2.00) per month per lot.

There being no other changes or deletions.

APPROVED THIS 25th DAY OF JULY, 1977 BY:

All Class A Members of the Association defined in Article I of said Covenants

/s/ R. Alvin Padget  
R. Alvin Padget

/s/ Maxine Clark Padget  
Maxine Clark Padget

/s/ Wesley N. Estes  
Wesley N. Estes

/s/ Marie W. Estes  
Marie W. Estes

All Class B Members of the Association as of this date

/s/ G.S.C. L.P. Don M. Sharp  
G.S.C., a Limited Partnership, a Washington Limited Partnership, by Don M. Sharp, a General Partner

STATE OF WASHINGTON )  
                          ) ss.  
County of THURSTON )

On this 25th day of July A.D. 1977 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared R. ALVIN PADGET, MAXINE CLARK PADGET, WESLEY N. ESTES, MARIE W. ESTES & DON M. SHARP, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and seal the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(SEAL)

/s/  
Notary Public in and for the State of Washington, residing at Olympia