

**COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATTISON PARK,  
DIVISION 2 IN THURSTON COUNTY ACCORDING TO THE PLAT  
RECORDED IN THE OFFICE OF THE THURSTON COUNTY AUDITOR IN  
VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_ UNDER AUDITOR'S  
NUMBER 3063281.**

The undersigned, Gemini Corporation, hereinafter Declarant, being the owner of lots 1 through 68 and Open Space Tracts G & H of Pattison Park, Division 2 in order to provide for the sound development, the aesthetic quality and the healthful conditions of the aforesaid real property and so as to provide for control of the structures, buildings and improvements to be constructed on the property, do hereby covenant for their successors, heirs and assigns and agree to keep all of the covenants, conditions and restrictions hereinafter set forth and which are hereby made applicable to the aforesaid real property and which shall be binding upon the owners thereof to the extent provided in such covenants and all the property shall be owned, held, used, occupied and developed in conformance with the covenants, conditions and restrictions set forth herein. (See attachment 'A' for complete legal description).

"Association" shall mean and refer to Pattison Park Association, a nonprofit corporation incorporated under the laws of the state of Washington for the purpose of managing the affairs of Pattison Park, Division 2 and any subsequent annexed property.

**ARTICLE I  
COVENANTS RESPECTING USE**

A. Land Use and Building Types. All of the lots in Pattison Park, Division 2 shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on each lot.

B. Architectural Control. No building or other permanent structure shall be erected or altered on any lot until the construction plans, specifications and the plans showing the location and placement of the building or structure have been approved by the Architectural Control Committee as to the quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and grade elevation. As a guideline, owner's or purchaser's plans will be reviewed generally as to the following, which shall not be all inclusive:

1. The minimum square footage of living area for single family homes shall be 1,300 square feet excluding porches and garages.
2. The exterior paint or stain on a structure or dwelling must be of a uniform color on all sides; a trim color is permitted.



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3. No metal structures will be permitted.

4. Yard landscaping on the front of the dwelling must be completed before occupancy or at the time construction has been completed by the builder and the home is available for sale, whichever is first.

5. Front yard landscaping shall not be significantly altered without approval of the ACC. In no case shall street tree (Maple) be removed.

Where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical conditions, the proper and orderly development of such lots shall conform to the conditions and terms of these covenants as far as possible. The Architectural Control Committee is empowered to allow such variations as in its judgment shall permit the reasonable utilization of such lots consistent with the general plan and scheme of development herein.

C. Site Plan Review. The approval of the Architectural Control Committee shall be required prior to the removal of any trees or substantial vegetation on the site, and shall be further subject to such ordinances and permits which may be required by the City of Lacey.

D. Building Location. Buildings and other structures located on each lot shall conform to and comply with the City of Lacey requirements.

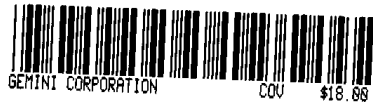
E. Completion of Structures. All buildings commenced on any lot shall be completed, including painting and landscaping, not later than eight months after construction is commenced.

F. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground services exclusively. No satellite dishes, ham radio antennas, television antennas, other antennas, or receiving devices of any type shall be permitted on the exterior of any buildings on any lot within the subdivision.

G. Noxious and Offensive Activities. No noxious or undesirable thing or undesirable use or activity in the subdivision whatsoever shall be permitted or maintained upon the building sites in Pattison Park, Division 2. No type of business or commercial activity shall be conducted on any lot or within any dwelling or structure that is visible to the public view.

H. Vehicle Maintenance. No vehicle maintenance except emergency service shall be conducted within public view.

I. Temporary Structures. No mobile homes shall be permitted on any lot in the subdivision. No structures of a temporary character, including but not limited to trailers, basement houses, tents, garages, barns, motor homes, sheds or outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently. When referring to trailers, the term trailer shall



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include all forms of trailers or mobile homes of any size, whether capable of supplying their own motive power or not, without regard to whether the primary purpose of such trailer is or is not the conveyance of persons or objects, and specifically including all automobiles, buses, trucks, cars, vans, trailers, mobile homes, and motor homes, even though they may at any time be immobilized in any way, and the restriction shall apply to any period of any time of whatever duration. Living shall be restricted to a house or dwelling constructed on the property in conformance with these covenants.

J. Boats, Campers, Travel Trailers and Motor Homes. Boats, campers, travel trailers and motor homes may be stored on a lot in conjunction with a permanent residence, but only if such items are screened from public view and from all other lots and all streets within the subdivision. All such storage and the screening shall be approved by the Architectural Control Committee whose action shall be final. Any trailers or motor homes parked in conjunction with any lot or parked on the street by any person shall be parked temporarily within the subdivision no longer than 48 hours unless properly screened in accordance with this paragraph.

K. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. All garbage cans, refuse containers, and trash cans or receptacles shall be kept out of sight except on the days prescribed for pick up. No building material of any kind shall be placed or stored upon any property in the subdivision until the owner is ready to commence construction, and then such materials shall be placed within the property lines of the building site upon which structures are to be erected or are being erected and shall not be placed in the street. No outdoor incinerators shall be permitted.

L. Livestock. No animals, livestock, or poultry shall be raised, bred, or kept on any lot. Dogs, cats, and household pets in reasonable numbers may be kept thereon if they are not kept, bred, or maintained for any commercial purpose and provided that the owners thereof conform to all city and county ordinances and all state laws applicable to the keeping of pets.

M. Fences and Walls. No fences or wall shall be constructed on any lot unless approved by the Architectural Control Committee. There will be no front yard fences permitted. Walls such as retaining walls made of brick, rock, or other natural materials up to three feet in height may be permitted as part of a landscaping plan or development. All side and back yard fences shall be of cedar, redwood, or brick materials. No steel or chain link fences are permitted. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum setback for fences as required by the City of Lacey.

N. Discharge of Weapons. The discharge of weapons within the subdivision shall be prohibited. Weapons shall include all firearms, b.b. guns and pistols, air rifles, air pistols, pellet guns, slingshots, bows and arrows.



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O. Water and Sewage. No individual water supply system shall be permitted on any lot. All lots shall be connected to the City water system. No individual sewage disposal system shall be permitted on any lot. All lots shall be connected with the City sewage system.

P. Driveway and Parking. Each lot shall have a driveway and parking area so as to accommodate a minimum of two cars in front of the garage. Driveways shall be of concrete to the city street. No roads for ingress or egress except for driveways to the city street shall be permitted. Circular driveways as shown on the site plan may be approved by the Architectural Control Committee and may be permitted.

Q. Drilling and Mining. No drilling or mining in any form whatsoever shall be permitted on any lot. This shall include but not be limited to drilling, development operations, refining, quarrying, or mining, and the construction of any form of derrick or structure designed for boring or mining purposes.

R. Site Distance at Intersections. No fence, wall, hedge, object, or shrub planting which obstructs sight lines at street intersections shall be placed or permitted to remain on any corner lot except in strict conformance with city ordinances and other applicable law and regulations.

The same sight line limitations shall apply to any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE AND HOMEOWNERS ASSOCIATION

A. Membership. The Architectural Control Committee initially shall be composed of Dennis M. Andrews, Roy C. Rice, Jr., and Kimberly A. Andrews. Any of the members of said committee may designate a representative to act for that particular member. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A vacancy in the Committee shall not invalidate any of its actions or prevent the remaining members or member from acting on any of the subjects within its purview. The initial Committee shall act until 5 years from the date of the declaration of these covenants, or until after the sale of 80% of the lots in Pattison Park, Division 2, whichever is later, unless the initial members of the Committee declare their control of the Committee to have ended. After the sale of 80% of the lots in Pattison Park, Division 2, or after the initial members declare their control of the committee to have ended or after the expiration of 5 years from the date of declaration of these covenants, whichever is latest, the then record owners of a majority of the lots shall have the power, through a duly recorded instrument, to change the membership of the Committee.



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B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing and shall only be effective in writing. In exercising the discretionary powers granted to the Committee, the Committee shall at all times exercise its power in a reasonable manner, and the Committee is hereby empowered to adopt such reasonable rules or regulations as it may find to be necessary with respect to the enforcement of these covenants. In the event the Committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within 30 days after the submission thereof or, in any event, if no suit to enjoin the construction has been commenced prior to the completion of such construction, approval will not be required and compliance with the related covenants shall be deemed to exist so long as construction is completed in accordance with the plans or materials submitted to the Architectural Control Committee in connection with the construction or proposal for construction.

### ARTICLE III ASSESSMENTS

1. Covenant of Personal Obligation of Assessments. The Declarant, for each lot owned, hereby covenants, and every Owner of every Lot by acceptance of the deed or other instrument of conveyance thereof including real estate contract (whether or not it shall be so expressed in such deed or other instrument of conveyance) is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) monthly assessments, (b) special assessments, and © default assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or by abandonment or leasing of such Owner's Lot.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience, and general welfare of the owners, including the improvement and maintenance of the Common Area.

Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs incurred by the Association for:

(A) Installation, maintenance and repair of common paths, walkways;

(B) Providing services to the Common Area such as tree care, mowing grass, caring for the grounds and sprinkling and irrigation system, landscaping, shrubs, grass, walkways and pathways;

© Carrying out the powers and duties of the Association;



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(D) Purchase of insurance for the Association;

(E) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes, and the other uses specified above.

3. **Assessment Years.** The first assessment year for the levying of the Association's monthly assessments shall commence upon the date of the recording with the Thurston County Auditor, Thurston County, of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area shall be on the first day of a month, then such date shall be the commencement date for the first Assessment year) and continue thereafter until the following 31st of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st of December.

4. Amount of Monthly Assessments.

Class A. The Association's monthly assessments to be levied by the Association on all Class A Lots with single-family Residences thereon for the first six (6) months after the date of recording of this Declaration shall be in an amount, as determined by the Board, not to exceed Seventeen & 50/100 Dollars (\$17.50) per month. Thereafter, the maximum monthly assessments for any particular assessment year shall be in such amount, as is determined in accordance with Section 5 below.

Each Owner shall, concurrent with its acquisition of its Lot, deposit with the Association a sum equal to two (2) months' assessments as a working capital fund in addition to payment of the first monthly and other assessments. This fee shall be due on each and every transfer of title, on each and every lot.

Class B. For the limited purpose of determining the monthly assessment, Class B Lots shall be assessed in the manner prescribed in Section A effective the first day of the month following the date of the City of Lacey issues a Certificate of Occupancy for the residence located thereon. Prior to that time, each Class B Lot shall be assessed at the monthly rate of \$10.00.

Class B lots shall not be subject to the 'Working Capital' Assessment.

5. Determination of Amount of Monthly Assessments. So long as the Association's monthly assessments for a particular assessment year shall not exceed the maximum monthly assessments for the first six months as provided in Section 4 above, or thereafter be increased by the Board by more than ten percent (10%) per annum, the Board may determine and levy such monthly assessments without a vote or approval being required of either Class of voting membership of the Association. If, however, the Board shall desire to levy monthly assessments



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to accomplish non-essential improvements or activities or a particular assessment year which shall be in excess of the amount of the monthly assessments for the assessment year immediately preceding the particular assessment year plus ten percent (10%), then the Board shall give written notice thereof to all owners at least 30 days in advance of the commencement date of the particular assessment year and the approval of sixty-six and two-thirds percent (66-2/3%) of the Class A members plus the Class B member, if any, shall be required. Provided, however, if the Board determines a special assessment is necessary to carry out required maintenance activities or to provide for emergency actions necessary for the health, safety, or welfare of the Association such assessment may be increased without approval of either the Class A or Class B membership of the Association. If the Board shall not determine and levy monthly assessments for a particular assessment year in accordance with the foregoing sentence, then the monthly assessments for that particular assessment year shall be deemed to be the same as the monthly assessments for the assessment year immediately preceding that particular assessment year.

6. Special Assessments. Generally, in addition to the monthly assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, or maintenance of the Common Area.

7. Due Dates for Assessment Payments. Unless otherwise determined by the Board, the monthly assessments and any special assessments which are to be paid in installments shall be paid quarterly, in advance, and shall be due and payable to the Association at its office, without notice, on the first day of each quarter. If any such assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the board may assess a "late charge" thereon in an amount not exceeding Fifteen Dollars (\$15.00) to cover the extra expenses involved in handling delinquent assessment payments and to encourage timely receipt of payments. Further, all such delinquent assessments shall bear interest as hereafter provided.

8. Lien. All lots in Pattison Park, Division 2 shall be subject to the charges and assessments provided for in and for the purposes set forth in the Articles of Incorporation and By-Laws of Pattison Park Association, a non-profit and non-stock Washington corporation. Said corporation shall have a lien against all lots in said subdivision for said charges and assessments, including interest at twelve percent (12%) per annum on all such charges and assessments that are not paid when due. If said charges and assessments levied by the corporation shall not be paid within four (4) months after they become due and payable, then in addition to the remedies set forth in the Articles of Incorporation and By-Laws, the corporation may proceed by appropriate action to foreclose said lien. In such foreclosure action and corporation shall be entitled to recover the cost of title search and court costs, together with attorney's fees in such amount as the court may adjudge reasonable in such action. Any first mortgage liens placed upon any of said lots which are recorded in accordance with the laws of the State of



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Washington shall be from the date of the recording of such mortgage superior to such assessments and the liens provided for herein that are levied by the corporation subsequent to the date that said first mortgage is recorded.

**ARTICLE IV  
MODIFICATION OF COVENANTS**

These covenants may be modified by an instrument in writing signed by the owners of 75% or more of the lots included in Pattison Park, which instrument shall be recorded to be effective.

**ARTICLE V  
TERM AND CONSTRUCTION**

These covenants, conditions, and restrictions shall run with the land and shall be binding upon all parties and persons owning lots or an interest therein as stated above and all persons and parties claiming under these covenants, conditions, and restrictions for a period of 20 year from the date these covenants are recorded, after which these covenants shall be automatically extended for successive periods of 10 years each in perpetuity unless an instrument signed by the owners of 75% or more of the lots has been recorded altering such covenants in whole or in part.

**ARTICLE VI  
ENFORCEMENT**

Enforcement of these covenants, conditions, and restrictions may be by proceeding at law or in equity against any person or persons violating or attempting to violate such covenants, conditions, and restrictions, and such actions may be to restrain the violation or to recover damages for each violation.

**ARTICLE VII  
SEVERABILITY**

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect or alter any of the other provisions which remain in full force and effect.



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**ARTICLE VIII  
ANNEXATION**

A. By the Association. The Association may at any time and from time to time annex additional residential properties and common area to the Property and may add additional members to its membership under the provisions of Article III of the Articles of Incorporation, provided, however, that such annexations shall require the approval of at least two-thirds of the Class A voting members, in person or by proxy, at a meeting duly called for such purpose and the approval of the Class B member thereof.

B. By Declarant. If at any time or times prior to December 31, 2005, Declarant, or its successors or assigns, should develop any additional property or properties contiguous to the following described property:

See Attachment A - property

then such additional property or properties may, at the sole discretion of Declarant, or its successors or assigns, be annexed to the Property and become subject to the provisions of this Declaration without requiring, needing, or obtaining the approval of the Association, the Board, or any owners. Any Instrument of annexation hereunder by Declarant, its successors and assigns, may also contain additional or other covenants, conditions, restrictions, easements, reservations, and other provisions therein which are applicable to the property or properties thereby being annexed.

**ARTICLE IX  
TRADENAME**

Declarant reserves the right to use a "tradename" in marketing Pattison Park, Division 2, and any subsequent annexation which may become subject to the management documents of Pattison Park Association.

In the event Declarant elects to exercise this right, it shall be their sole responsibility to record with Thurston County Auditor a Supplementary Declaration to the Covenants, Conditions, and Restrictions.

The "tradename" is intended as a marketing tool only with no effect on the Legal Description of the properties involved.



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IN WITNESS WHEREOF, the parties hereto have signed these covenants this 18<sup>th</sup> day of NOVEMBER, 1996.

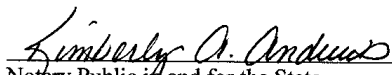
GEMINI CORPORATION

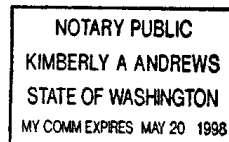
  
\_\_\_\_\_  
Dennis M. Andrews, President

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF THURSTON )

On this 18<sup>th</sup> day of November, 1996, before me personally appeared Dennis M. Andrews, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

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

  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Tacoma.  
My appointment expires 5-20-98.



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**ATTACHMENT A  
LEGAL DESCRIPTION  
PATTISON PARK, DIVISION 2**

Commencing at the Northeast corner of Lot 77, Plat of "PATTISON PARK DIVISION NO. 1" as per map thereof, recorded in Volume 27 of Plats, at Pages 80 through 87, inclusive, and under Auditor's File No. 9410280075, records of the Thurston County Auditor. Thence N 9° 21' 43" W, 315.34 feet; Thence N 15° 01' 20" W, 703.14 feet; Thence N 16° 00' 55" W, 154.08 feet; Thence N 54° 12' 48" W, 237.87 feet; Thence N 70° 02' 19" W, 87.50 feet to the **TRUE POINT OF BEGINNING**; Thence continuing N 70° 02' 19" W, 740.04 feet; Thence S 34° 32' 04" W, 197.08 feet; Thence S 17° 50' 29" W, 131.43 feet; Thence S 33° 26' 24" W, 227.66 feet; Thence S 88° 54' 31" W, 31.47 feet; Thence S 1° 48' 33" W, 588.73 feet to the Northerly margin of 54th Avenue S.E. as conveyed to the City of Lacey by deed recorded February 25, 1994 under Auditor's File No. 9402250197; Thence Easterly along said margin and a nontangent curve concave to the north with a radius point bearing N 1° 53' 51" E, 500.00 feet and through a central angle of 1° 58' 29" for an arc distance of 17.23 feet; and N 89° 55' 22" E, 272.89 feet; Thence Easterly along a curve concave to the South with a radius point bearing S 0° 04' 39" E, 500.00 feet and through a central angle of 1° 58' 32" for an arc distance of 17.24 feet; Thence S 88° 06' 07" E, 236.55 feet; Thence leaving said margin N 6° 44' 09" E, 230.83 feet; Thence N 10° 47' 02" E, 105.87 feet; Thence N 74° 17' 22" E, 74.78 feet; Thence S 27° 00' 23" E, 94.69 feet; Thence Easterly along a non-tangent curve concave to the South with a radius point bearing S 27° 00' 23" E, 50.00 feet and through a central angle of 42° 18' 29" for an arc distance of 36.92 feet; Thence N 23° 44' 33" E, 119.74 feet; Thence S 85° 37' 25" E, 117.88 feet; Thence Northerly along a non-tangent curve concave to the East with a radius point bearing N 70° 27' 55" E, 50.00 feet and through a central angle of 35° 08' 14" for an arc distance of 30.66 feet; Thence N 85° 37' 25" W, 106.31 feet; Thence N 34° 02' 22" E, 302.67 feet; Thence N 70° 02' 19" W, 4.21 feet; Thence N 19° 57' 41" E, 168.00 feet to the **TRUE POINT TO BEGINNING**.

Subject to and together with Easements, Reservations and Restrictions of record.

Situate in the City of Lacey, County of Thurston, State of Washington.



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RETURN ADDRESS

City of Lacey  
P.O. Box 3400  
Lacey, WA 98504-3400

Please print neatly or type information

**Document Title(s)**

Supplementary Declaration of Covenants, Conditions & Restrictions

**Reference Numbers(s) of related documents**

Additional Reference #'s on page \_\_\_\_

**Grantor(s)** (Last, First and Middle Initial)

Pattison Park #4A

Additional grantors on page \_\_\_\_

**Grantee(s)** (Last, First and Middle Initial)

The Public

Additional grantees on page \_\_\_\_

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Section 34, Township 19 North, Range 1 West

Additional legal is on page \_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

Additional parcel #'s on page \_\_\_\_

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 provided herein.



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WHEN RECORDED, MAIL TO:  
Gemini Corporation  
1868 State Avenue NE  
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**PATTISON PARK, DIVISION 4A**

**THIS SUPPLEMENTARY DECLARATION**, executed this 20<sup>th</sup> day of April, 1998,  
by Gemini Corporation, a Washington corporation, (hereinafter referred to as "Declarant"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

**PATTISON PARK, DIVISION 4, PHASE "A"**

TRACT "Z" OF THE PLAT OF PATTISON PARK, DIVISION NO.3, AS RECORDED DECEMBER 3,  
1997 UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3122864;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF  
RECORD;

SITUATE IN THE CITY OF LACEY, COUNTY OF THURSTON, STATE OF WASHINGTON.

**WHEREAS**, Declarant will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on November 22, 1996 under Auditor's File No. 3063283 in Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

**NOW, THEREFORE**, it is declared as follows:

1. All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.



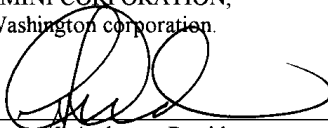
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2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of Pattison Park Association, a Washington non-profit corporation, (hereinafter referred to as the "Association"), as provided in the Declaration, and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration and all of the Owners of Lots as those terms are defined in the Declaration, in the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.

3. All easements reserved by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

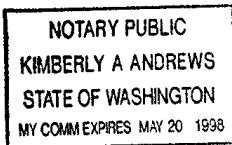
GEMINI CORPORATION,  
a Washington corporation.

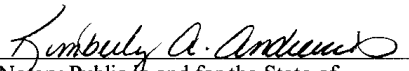
  
Dennis M. Andrews, President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF THURSTON     )

On this 20<sup>th</sup> day of April, in the year 1998, before me personally appeared Dennis M. Andrews, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

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



  
Notary Public in and for the State of  
Washington, residing in Tacoma. My  
appointment expires May 20, 1998.



3156784  
Page: 3 of 3  
05/29/1998 09:32A  
Thurston Co, WA

WHEN RECORDED, MAIL TO:  
Gemini Corporation  
1868 State Avenue NE  
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**PATTISON PARK, DIVISION 4B**

THIS SUPPLEMENTARY DECLARATION, executed this 29<sup>th</sup> day of December, 1998,  
by Gemini Corporation, a Washington corporation, (hereinafter referred to as "Declarant"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

**PATTISON PARK, DIVISION 4, PHASE "B"**

TRACT "ZZ" OF THE PLAT OF PATTISON PARK, DIVISION NO.4, PHASE A, AS RECORDED MAY 29, 1998 UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3156783;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD;

SITUATE IN THE CITY OF LACEY, COUNTY OF THURSTON, STATE OF WASHINGTON.

**WHEREAS**, Declarant will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on November 22, 1996 under Auditor's File No. 3063283 in Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

**NOW, THEREFORE**, it is declared as follows:

1. All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.




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Thurston Co, WA

2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of Pattison Park Association, a Washington non-profit corporation, (hereinafter referred to as the "Association"), as provided in the Declaration, and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration and all of the Owners of Lots as those terms are defined in the Declaration, in the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.

3. All easements reserved by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

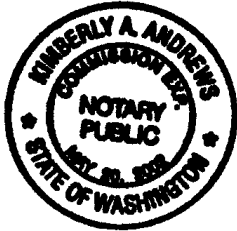
GEMINI CORPORATION,  
a Washington Corporation.

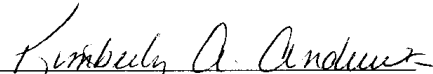
  
\_\_\_\_\_  
Dennis M. Andrews, President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF THURSTON     )

On this 29<sup>th</sup> day of December, in the year 1998, before me personally appeared Dennis M. Andrews, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

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



  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing in Tumwater. My  
appointment expires May 20, 2002.



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Page: 2 of 2  
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Thurston Co, WA



WHEN RECORDED, MAIL TO:  
Gemini Corporation  
1868 State Avenue NE  
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS**

**THIS SUPPLEMENTARY DECLARATION**, executed this 3<sup>rd</sup> day of December, 1997,  
by Gemini Corporation, a Washington corporation, (hereinafter referred to as "Declarant"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

BEGINNING AT THE NORTHEAST CORNER OF LOT 77, PLAT OF "PATTISON PARK DIVISION NO. 1" AS PER MAP THEREOF, RECORDED OCTOBER 28, 1994 IN VOLUME 27 OF PLATS, AT PAGES 80 THROUGH 87, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9410280075; THENCE N09°21'43"W, 315.34 FEET; THENCE N15°01'20"W, 703.12 FEET; THENCE N16°00'55"W, 154.08 FEET; THENCE N54°12'48"W, 237.87 FEET; THENCE N70°02'19"W, 87.50 FEET TO THE NORTHWEST CORNER OF THE PLAT OF "PATTISON PARK DIVISION NO.2" AS PER MAP THEREOF, RECORDED NOVEMBER 22, 1996 UNDER AUDITOR'S FILE NO. 3063281; THENCE ALONG THE EASTERLY BOUNDARY OF SAID "PATTISON PARK DIVISION NO. 2", S19°57'41"W, 168.00 FEET AND S70°02'19"E, 4.21 FEET AND S34°02'22"W, 302.67 FEET AND S85°37'25"E, 106.31 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST THE RADIUS POINT OF WHICH BEARS S74°23'51"E, 50.00 FEET; THENCE SOUTHERLY ALONG SAID BOUNDARY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 35°08'14" FOR AN ARC DISTANCE OF 30.66 FEET AND N85°37'25"W, 117.88 FEET AND S23°44'33"W, 119.74 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH THE RADIUS POINT OF WHICH BEARS S15°18'06"W, 50.00 FEET; THENCE WESTERLY ALONG SAID BOUNDARY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 42°18'29" FOR AN ARC DISTANCE OF 36.92 FEET AND N27°00'23"W, 94.69 FEET AND S74°17'22"W, 74.78 FEET AND S10°47'02"W 105.87 FEET AND S06°44'09"W, 230.83 FEET TO THE NORTHERLY MARGIN OF 54TH AVENUE S.E. AS CONVEYED TO THE CITY OF LACEY BE DEED RECORDED FEBRUARY 25, 1994 UNDER AUDITOR'S FILE NO. 9402250197; THENCE S88°06'07"E, ALONG SAID MARGIN 97.37 FEET; THENCE LEAVING SAID MARGIN, S01°32'40"W, 49.53 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST THE RADIUS POINT OF WHICH BEARS S22°06'42"W, 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°07'50" FOR AN ARC DISTANCE OF 29.73 FEET TO THE P.R.C. OF A CURVE CONCAVE TO THE EAST THE RADIUS POINT OF WHICH BEARS S89°45'28"E, 374.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°07'29" FOR AN ARC DISTANCE OF 92.20 FEET TO THE NORTHERLY MARGIN OF SAID STOCKTON



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STREET S.E. AS DELINEATED ON SAID PLAT OF "PATTISON PARK DIVISION NO. 1", THENCE N76°07'03"E, ALONG SAID MARGIN 48.00 FEET TO A POINT ON THE EASTERLY MARGIN OF SAID STOCKTON STREET S.E., SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST THE RADIUS POINT OF WHICH BEARS N76°07'03"E, 326.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24°01'35" FOR AN ARC DISTANCE OF 136.70 FEET; THENCE S37°54'32"E, ALONG SAID MARGIN TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 374.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 53°23'53" FOR AN ARC DISTANCE OF 348.56 FEET; THENCE LEAVING SAID MARGIN AND ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF "PATTIONS PARK DIVISION NO. 1" S68°26'55"E, 75.00 FEET AND N88°31'27"E, 342.44 FEET AND N22°41'23"E, 155.00 FEET AND N85°42'54"E, 249.47 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD;

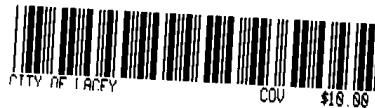
SITUATE IN THE CITY OF LACEY, COUNTY OF THURSTON, STATE OF WASHINGTON.

(ALSO KNOWN AS PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO. BLA-6316 RECORDED AUGUST 8, 1996 UNDER AUDITOR'S FINE NO.'S. 3045452 AND 3045454).

**WHEREAS**, Declarant will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on November 22, 1996 under Auditor's File No. 3063283 in Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

**NOW, THEREFORE**, it is declared as follows:

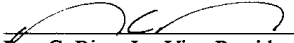
1. All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.
2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of Pattison Park Association, a Washington non-profit corporation, (hereinafter referred to as the "Association"), as provided in the Declaration, and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration and all of the Owners of Lots as those terms are defined in the Declaration, in the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.
3. All easements reserved by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.



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Thurston Co, WA

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

GEMINI CORPORATION,  
a Washington corporation.

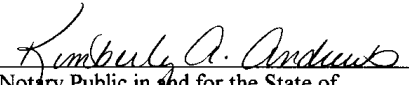
  
Roy C. Rice, Jr., Vice-President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF THURSTON        )

On this 3<sup>rd</sup> day of December, in the year 1997, before me personally appeared Roy C. Rice, Jr., to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

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

NOTARY PUBLIC  
KIMBERLY A ANDREWS  
STATE OF WASHINGTON  
MY COMM EXPIRES MAY 20 1998

  
Notary Public in and for the State of Washington, residing in Tacoma. My appointment expires May 20, 1998.



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Page: 3 of 3  
12/03/1997 10:53F  
Thurston Co, WA

WHEN RECORDED MAIL TO:  
Pattison Park Association  
1868 State Avenue NE  
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
& RESTRICTIONS**

**PATTISON PARK, DIVISIONS II, III, IVA & IV B**

**THIS SUPPLEMENTARY DECLARATION**, executed this 18th day of June, 2001, by the Pattison Park Association, a Washington non-profit corporation, (hereinafter referred to as "Association"),

**WITNESSETH:**

**WHEREAS**, the Association was required to install fencing at the wet ponds of the Common Areas to obtain liability insurance; and

**WHEREAS**, the Association wishes to amend Article I, Section M of the Covenants, Conditions and Restrictions (CC&R's) of the Association to allow for chain link fencing in the Common Area; and

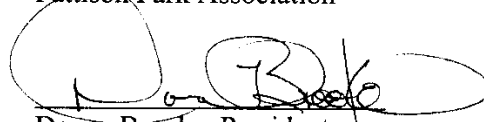
**WHEREAS**, the Board of Directors has received the necessary approval by written ballot of the members of the Association in favor of the amendment;

**NOW, THEREFORE**, it is declared as follows:

That Article I, Section M of the CC&R's be amended from "No steel or chain link fences are permitted" to read "No steel or chain link fences are permitted other than in the Common Areas."

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

Pattison Park Association

  
Donna Brooke, President

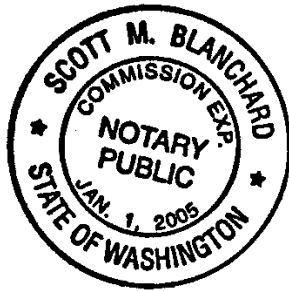


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Thurston Co, WA

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF THURSTON )

On this 18<sup>th</sup> day of June, in the year 2001, before me personally appeared Donna Brooke, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

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



A handwritten signature in black ink, appearing to be "S. Blanchard", written over a horizontal line.

Notary in and for the State of  
Washington, residing in Centrallia.  
My appointment expires January 1, 2005.



PATTISON PARK ASSOCIATION

COV

\$9.00

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Thurston Co, WA

**SECOND AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND  
RESERVATIONS OF EASEMENTS  
for  
PATTISON PARK - RESIDENTIAL SUBDIVISION**

THIS SECOND AMENDMENT is made to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Pattison Park - Residential Subdivision dated October 28, 1996 and recorded under Thurston County Auditor's File No. 9410280078 and First Amendment to Declaration recorded under Thurston County Auditor's File No. 9508100109, records of Thurston County, Washington.

Amendment to Assessments

Article III, Section 3.03 is hereby amended and replaced to provide as follows:

Section 3.03. Determination of Common Assessments. The Board, by majority vote, shall authorize and levy the amount of the annual Common Assessment upon each Owner and the interest of such Owner in a Lot, as provided herein. The initial Common Assessment shall commence on the first day of the first calendar month following the completion by Declarant of the initial improvements to the Common Areas. Common Assessments and all other assessments under this Declaration (other than Special Assessments) shall be borne by the Owners of all Lots within the Property, except unimproved Lots held by the Declarant, on a pro-rata basis. If the estimate of total charges for the current year is or becomes insufficient to meet all Common Expenses for any reason, the Board shall immediately determine the approximate amount of such insufficiency. The Board shall have the authority to levy at any time by a majority vote of the Board, a supplemental Common Assessment reflecting a revision of the total charges to be assessed against each member and the interest of such Member in a Lot.

*Except as specifically amended or modified as provided in this Second Amendment, all other terms and provisions of the aforesaid Declaration for Pattison Park and Amendment thereto shall remain in full force and effect.*



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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Pattison Park - Residential Subdivision to be executed this 16<sup>th</sup> day of December, 1996.

**"DECLARANT"**

**PARKRIDGE, INC., a Washington corporation**

By *Ken Buchanan* Ken Buchanan, President      By *Eldon Stanton* Eldon Stanton, Vice-President

STATE of WASHINGTON }  
COUNTY of THURSTON }

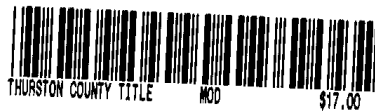
I certify that I know or have satisfactory evidence that Ken Buchanan and Eldon Stanton are the President and Vice-President, respectively, of PARKRIDGE, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year first above written.

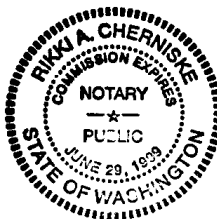
*Rikki A. Cherniske*  
Notary Public in and for the State  
of Washington, residing at: *Olympia*

*Rikki A. Cherniske*  
(type or print name)

My Commission expires *June 29, 1999*



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Thurston Co, WA



WHEN RECORDED, MAIL TO:  
Gemini Corporation  
1868 State Avenue NE  
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS**

**PATTISON PARK, DIVISION 2**

**THIS SUPPLEMENTARY DECLARATION**, executed this 10th day of February, 1997, by Gemini Corporation, a Washington corporation, (hereinafter referred to as "Declarant"),

**WITNESSETH:**

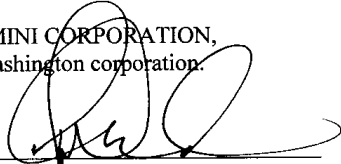
**WHEREAS**, Declarant has the right under "Article IX-Tradenam" to use a name other than "Pattison Park, Division 2" for marketing purposes, and

**WHEREAS**, said "Tradenam" is intended as a marketing tool only, with no effect on the Legal Description of the properties involved,

**NOW, THEREFORE**, it is declared that the "Tradenam" to be used shall be "Brookfield".

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

GEMINI CORPORATION,  
a Washington corporation.

  
Dennis M. Andrews, President



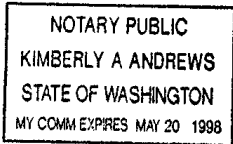
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02/14/97 10:52A  
Thurston Co, WA



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF THURSTON        )

On this 10th day of February, in the year 1997, before me personally appeared Dennis M. Andrews, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed hereto (if any) is the corporate seal of said corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Kimberly A. Andrews*  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing in Tacoma. My appointment expires May 20, 1998.



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Thurston Co, WA