

**COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERFIELD
LACEY, WASHINGTON
RECORDED IN THE OFFICE THURSTON COUNTY AUDITOR IN
VOLUME OF PLATS PAGE UNDER AUDITOR'S
NUMBER 3010181.**

The undersigned, Gemini Corporation, hereinafter Declarant, being the owner of lots 1 through 18 and Open Space Tracts A, B, C, D & E of Summerfield 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).

**ARTICLE I
COVENANTS RESPECTING USE**

A. Land Use and Building Types. All of the lots in Summerfield 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.
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.

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 Summerfield. 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 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 approval 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 24 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.

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.

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 with 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 Summerfield, 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 Summerfield, 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.

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 (c) 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;

(C) Carrying out the powers and duties of the Association;

(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 Twenty-Seven & 50/100 Dollars (\$27.50) per month, payable quarterly in advance. 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 Ten Dollars (\$10.00), payable quarterly in arrears.

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 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 Summerfield 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 Summerfield Owners' 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

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 Summerfield, 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.

**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, 2000, 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.

**ATTACHMENT A
SUMMERFIELD**

**THE SOUTH 365 FEET OF THE NORTH 745 FEET OF THE EAST ONE-HALF OF THE
NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33,
TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., LYING WESTERLY OF COUNTY
ROAD KNOWN AS RUDELL ROAD.**

SITUATE IN THURSTON COUNTY, STATE OF WASHINGTON.



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Thurston Co. WA

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6th day of May, 1996 by Gemini Corporation, a Washington corporation, hereinafter referred to as "Declarant".

RECITALS

A. Declarant has filed a Declaration of Covenants, Conditions and Restrictions for Summerfield under Thurston County Auditor's File No. 3010182. The Declaration is referred to herein as the "Declaration".


B. Declarant is the sole owner of all of the covered Property, and pursuant to Article IV of the Declaration, desires to amend the Declaration as provided herein.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

To change Article III, Section 4, Amount of Monthly Assessments from Twenty-Seven & 50/100 Dollars (\$27.50) per month to Forty-Seven & 50/100 Dollars (\$47.50) per month.

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

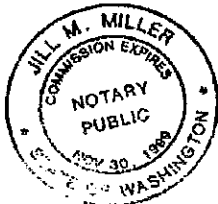
GEMINI CORPORATION,
a Washington corporation


BY: 
Dennis M. Andrews, President

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 6th day of May, 1996, before me personally appeared Dennis M. Andrews, to me known to be the President of Gemini Corporation, 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 he is authorized to execute said instrument.

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 Shelton. My
Commission expires: Nov 30, 1999



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

Auditor's File No. 1126267
Recorded October 24, 1980

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOUNT TAHOMA ESTATES
Division I

PART A. PREAMBLE.

THIS DECLARATION, made on the date hereinafter set forth by TAHOMA ASSOCIATES, 4512 Pacific Avenue SE, Lacey, Washington 98503, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Thurston, State of Washington, more particularly described as:

Lots 1 to 76 inclusive and Lots 95 to 126 inclusive
of Mount Tahoma Estates, Division One, as recorded
in Volume 1009 of Plats, page 350.

PART B. AREA OF APPLICATION.

The residential area covenants in Part C in their entirety shall apply to the property described above, and the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding upon 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.

PART C. RESIDENTIAL AREA COVENANTS.

C-1: Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling (except on Lots 95-101 inclusive) which are designated for duplex use, not to exceed two stories in height. All single family residential lots require a private garage for not less than two cars or more than three cars

C-2. Architectural Control. No building shall be erected, placed or altered on any Lot, nor shall any clearing, grading, or other preparations of the lot for building be commenced until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, or if none then exists, in harmony with the topography and natural surroundings of the area considering future buildings, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street or

interior line than the minimum building set-back line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Approval shall be as provided in C-4.

C-3. Dwelling Quality and Size. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 950 square feet finished for a one-story dwelling, nor less than 800 square feet on the main floor for a dwelling of more than one story, to include one and one-half story, nor less than 400 square feet per story for a tri-level.

C-4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines herein established. No building shall be nearer than 20 feet to any front lot line or nearer than 10 feet to any side street line. Side yards shall be 12 feet in total from the side property line with a minimum of 5 feet on one side. A side yard on a corner site shall be 10 feet from the side yard on the flanking street(s). No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; PROVIDED, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

If the natural elevation of the lot along established minimum set back lines is more than either 8 feet above or 4 feet below the established roadway level along the abutting street, the Architectural Control Committee (1) may, at its option, require that any building shall be located farther from the front lot line or side street line than the established minimum set back line if it deems it necessary to enhance the appearance of such property or other properties, (2) or it may permit, by approval in writing any building to be located nearer the front lot line or side street line than the established minimum set back line if such location will not detract materially from the appearance and value of such property or other properties but in no event nearer than 15 feet; PROVIDED that the power granted in alternative (2) of this paragraph shall not be exercised unless the Committee first finds that the procedures of subdivision (1) are not feasible. Any such variances which conflict with County ordinances shall first be cleared with the County Government.

C-5. Driveways. The plans and specifications shall provide for and there shall be constructed and maintained upon each lot a concrete or asphalt driveway which shall extend from the garage and dwelling so that such driveway shall join and make physical connection with the traveled and/or such paved portion of the roadway abutting such property. All such driveways on the lot shall be concrete or asphalt.

C-6. Vehicle Parking. No resident, property owner, or visitor may park commercial vehicles, vacation trailers, motorhomes, or more than two private automobiles within view of other residents; EXCEPT for motorhomes or vacation trailers on a pad approved by the Architectural Control Committee.

C-7. Easements. Easements for greenbelt and drainage facilities are reserved as shown on the recorded plat; also easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear 5 feet and 2.5 feet along interior lot lines of each lot. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of any lot and all improvements in it shall be maintained continuously by the owner of the lot.

C-8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-9. Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently; PROVIDED that nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a liveable stage during completion of construction, which must be completed, including finish painting, within two months following such occupancy.

C-10. Maximum Period for Construction. The maximum period for construction of a dwelling, including finish painting, shall be six months.

C-11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property while constructing or during sale period.

C-12. 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 excavation or shafts designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Developer will retain all oil and mineral rights and reserves the right to employ slant drilling techniques in using these oil and mineral rights. However, the developer agrees to pay for any damages caused by the exercise of these mineral reservations.

C-13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-14. 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-15. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Thurston County Health Department. Approval of such system as installed shall be obtained from such authority.

C-16. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Health Department. Approval of such system as installed shall be obtained from such authority.

C-17. Protective Screening. Protective screening areas are identified on the recorded plat. Except as otherwise provided herein regarding street intersections under C-19 planting, fences or other walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas; and the aforementioned shall not interfere with the trees planted in the protective screening areas.

No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. All other traffic on the areas must be pedestrian or by non-motorized vehicles.

C-18. Slope Control Areas. Slope control areas may be established by the Architectural Control Committee, when necessary to protect the properties and enhance the value thereof. Within these areas no structures, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion, or sliding problems, or which may change the direction or flow of drainage channels. The slope control of each lot and all improvements in them shall be maintained continuously by the owner of each lot, except for these improvements for which a public authority or utility company is responsible.

C-19. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection

of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. Membership. The Architectural Control Committee shall be composed of the following:

William D. Wilson
6211 Shady Lane
Lacey, WA 98503

Donald B. Graves
3318 Lilly Road NE
Olympia, WA 98503

James W. Pearson
5820 - 25th Avenue
Lacey, WA 98503

William M. Crabtree
2320 Benson Road SW
Olympia, WA 98502

One member of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee, 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART I. GENERAL PROVISIONS.

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

PART F. ATTEST.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hands and seals this 1st day of September, 1980.

KIMMEL CONSTRUCTION

TAHOMA ASSOCIATES

By: /s/ Wes Kimmel

By: /s/ William D. Wilson

By: /s/ Linda Kimmel

By: /s/ Donald B. Graves

By: /s/ James W. Pearson

STATE OF WASHINGTON

COUNTY OF THURSTON

On this day personally appeared before me William D. Wilson, Donald B. Graves and Wes Kimmel and Linda Kimmel and James W. Pearson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 1st day of September, 1980.

/s/ Susan B. Schmidt

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

(SEAL)

15 March 1966

AMENDMENT I TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOUNT TAHOE ESTATES
Division I

WASHINGTON COUNTY
CLERK OF COURTS
38.25.88 4:08 PM
REQUEST OF: MT TAHOE
3rd Fl. Reeds, AUDITOR
BY: CARRIE, DEPUTY
123.00 AMENDMENT

Part I General Provisions

New Section:

E-4. Property and Homeowners Association.

1. So it enacted upon a majority vote of lot owners, a Mount Tahoe Property and Homeowners Association be formed to act in the interest of the development described as Mount Tahoe Estates Division I in all matters of community interest. Included in areas of common interest:

a. Common areas: property abutting main entrance and exit on 54th Ave; areas outside development abutting Ruddeil Road; utility easement areas; and common use areas around mail boxes.

b. Representation of the Development as defined in Part E. (Div I Mt. Tahoe Estates) in matters of community interest before City, County, and State government entities.

2. A Seven (7) member Board of Trustees is to be voted in to office for a term of two (2) years by a majority of property owners present at an open and publicized initial meeting. Vote by proxy will be allowed by written instrument only. The Board of Trustees shall be empowered to:

a. Adopt Bylaws and Articles of Incorporation pursuant to the Washington Nonprofit Corporation Act.

b. Act in the interest of the Mount Tahoe Property and Homeowners Association.

c. Appoint members of the Architectural Control Committee within the limits of Part D-1 of this document.

d. Levy annual dues not to exceed Twenty Dollars (\$20.00) per year per lot. Any owner of more than one lot is limited to dues only upon lots with completed homes on the property. No lien shall be placed upon any property under this section.

The Board of Trustees shall comply with the following restrictions:

a. Publish annual financial reports, and maintain public access to all files and records of the corporation.

b. Shall not compel, harass or otherwise infringe upon another property owners civil rights or privacy.

c. Shall limit all enforcement activities to that of the established covenants, conditions, restrictions and established bylaws for Mount Tahoe Estates Division I.

d. Shall not be entitled to any compensation for services performed pursuant to this covenant.

Page 2 of 2

cont: Amendment I, Dated 15 Mar 1988, to the Declaration of Covenants, Conditions and Restrictions for Mount Tahoes Estates Division I

Strike section D-1, of Part D, and insert the following:

D-1. Membership. The Architectural Control Committee shall be composed of the following:

a. Two (2) members appointed by the Board of Trustees of the Property and Home Owners Association.

b. Any person owning Three (3) or more lots (structures present or not) has a right to be a veto member of the Architectural Control Committee.

c. The following current standing members shall remain on the Architectural Control Committee at their leisure, as long as either of these individuals meet the conditions of sub-paragraph (b) Section D-1, or is no longer acting as realtor or broker for a person as defined in sub-paragraph (b.) Section D-1 above:

William P. Wilson
6211 Shady Lane
Lacey WA 98503

William H. Crabtree
2320 Benaon Road SE,
Olympia, WA 98502

All rulings by the committee shall be reviewed by at least one member of the committee appointed by the Board of Trustees of the Property and Home Owners Association before its enactment. Unresolved disputes between Architectural Committee members shall be subject to review by the Board of Trustees for possible presentation to the property owners for a vote. No member of the committee shall be entitled to any compensation for services performed under this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any powers and duties.

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