

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AMENDED COVENANTS TO THE PLAT THE SEASONS

THIS DECLARATION, made on the date hereinafter set forth by DEVELOPMENT NORTHWEST, INC., a Washington corporation, hereinafter referred to as “Declarant.”

WITNESSETH:

Whereas, Declarant is the owner of certain property in Lacey, County of Thurston, State of Washington, which is more particularly described as:

SEE ATTACHED EXHIBIT A.

NOW THEREFORE, Declarant hereby declares that all of the properties 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 be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefits of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1. “Association” shall mean and refer to Seasons Homeowners Association, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association of the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE ATTACHED EXHIBIT B.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to Development Northwest, Inc., a Washington corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of members has

been recorded.

(d) The right of the Association to limit the number of Guest Members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

PERMITTED AND PROHIBITED USES

~~(a) All property in Seasons shall be used solely and exclusively for private one-family residences with a minimum 1200 square feet of living area, with appurtenant garages as hereinafter provided. A building site shall consist of not less than one Lot as shown on the recorded plat, and no Lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites.~~

Section 1. (a) All property in Seasons shall be used solely and exclusively for private one-family residences with a minimum of 1500 square feet of living area, with garages as hereinafter provided. A building site shall consist of not less than one Lot as shown on the recorded plat, and no Lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites.

This part (a) shall not apply to homes constructed or with plans submitted to the Architectural Control Board prior to the January 1, 1987. [Amended Feb. 1988]

~~(b) Where it is architecturally possible, all garages shall be incorporated in or made a part of the dwelling house. On-site parking provisions for no less than two automobiles shall be provided in addition to garage automobiles storage.~~

(b) All garages shall be designed to house a minimum of two vehicles and shall be incorporated in or made a part of the dwelling house. Carports are not allowed. If needed, permanent additional on site parking shall be contained within the boundary of the property. In no instance shall this permanent additional parking be alongside the public roadway which runs in front of the said property. This part (b) shall not apply to homes constructed, or with plans submitted to the Architectural Control committee prior to January 1, 1987. [Amended Feb. 1988]

(c) Horses, cattle, dogs and cats may be kept or maintained on any part of said property, provided that they are not bred, or maintained for any commercial use or purpose under the

following conditions:

1. Dogs and cats, not to exceed a total of two.
2. Horses or cattle, not to exceed a total of one, provided that the size of the Lot is in excess of 22,000 square feet.
3. Horses and cattle, not to exceed a total of two, provided that the size of the Lot is in excess of 66,000 square feet.

~~(d) No building or structure shall be moved onto any land embraced in said subdivision from any land outside said subdivision. No trailers shall be maintained on any building site as a residence. No building of any kind shall be erected or maintained on a building site prior to the erection of a dwelling house thereon, except that a garage or other small building or permanent construction may be erected for the storing of tools and other articles, but shall not be used for residence purposes.~~

(d) No building or structure shall be moved onto any land within the Seasons subdivision from any land outside said subdivision. No trailers, mobile homes or commercially manufactured homes shall be maintained on any building site as a residence.

No building of any kind shall be erected or maintained on a building sites prior to the erection of a dwelling house thereon, except that a garage or other small building or permanent construction may be erected for the storing of tools, building materials and other articles, but shall not be used for residence purposes. [Amended Feb. 1988]

~~(e) Except with the approval of the Architectural Control Committee, land owners at no time shall keep or permit to be kept on their promises any house trailer, truck, camper, mobile home or boat trailer unless housed within a garage or suitably screened from the street or park area.~~

(e) Land owners shall not keep or permit to be kept upon their property any travel trailers, home trailers, trailers, motor homes, campers, boats, off road recreational vehicles, and trucks over 10,000 pounds gross weight, unless such vehicles are housed within a garage, or suitably screened from view from the public roadways of the Seasons subdivision. Screening from view can be accomplished with the use of, or combination of: buildings, properly erected fences, and shrubbery or trees located on the property where the vehicle is kept.

With sufficient justification, the Architectural Control Committee shall approve exceptions to this paragraph. The vehicles listed in this paragraph shall not be considered

inclusive of all vehicles this paragraph refers to.

This paragraph shall not refer to standard automobiles and trucks under 10,000 pounds gross weight. [Amended Feb. 1988]

~~(f) The work of construction of all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted.~~

~~(1) All structures shall be completed as to external appearance, including finish painting, within six (6) months from date of commencement of the construction, unless prevented by cause beyond the owner's control.~~

~~(2) Landscaping of the entire Lot surface in conformance with Architectural Control Committee's approved plans is to be completed within 180 days of completion of each home.~~

(f) The construction work on all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted.

(1) All structures shall be completed as to external appearance, including finish painting, within six (6) months from date of commencement of the construction, unless prevented by cause beyond the owner's control.

(2) Landscaping of the entire Lot surface in conformance with the Architectural Control Committee's approved plans is to be completed within 180 days of completion of each home, unless prevented by cause beyond the owner's control.

[Amended Feb. 1988]

~~(g) 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. No building material of any kind shall be placed or stored upon any property in said subdivision until the Owner is ready to commence construction, and then such material shall be placed within the property line of the building site upon which structures are to be erected, and shall not be placed in the street.~~

(g) All garbage and refuse shall be kept in a container of type, size, construction and condition of that required by the company, business or entity in charge of collecting such garbage and refuse within the Seasons Subdivision. Building materials shall not be placed or

stored upon any lot until residence construction is to begin and then such materials shall be placed totally within the boundary limits of the lot where the construction is to be done, provided further, under no circumstances shall any materials be stored in any public roadway within Seasons Subdivision. [Amended Feb. 1988]

(h) No noxious or undesirable thing or noxious or undesirable use of the property in said Addition, whatsoever, shall be permitted or maintained upon said building sites in said Addition. If the Architectural Control Committee shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive.

(i) No signs of any kind nor for any uses, except public notice by an political division of the State or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever. Provided, however, that any builder may erect and display signs during the period he is building and selling property in said subdivision, and that any owner wishing to sell his or her home may place one sign, not larger than 400 square inches, advertising the property for rent or sale.

[Note: WA state law changed in 2005 by Substitute Senate Bill 6064, which was signed into law by the Governor and becomes effective 7/24/2005.

“A new section is added to Chapter 64.38 RCW to read as follows:

An Act relating to homeowners’ associations; and adding a new section to chapter 64.38 RCW.

(1) The governing documents may not prohibit the outdoor display of political yard signs by an owner or resident on the owner’s or resident’s property before any primary or general election. The governing documents may include reasonable rules and regulations regarding the placement and manner of display of political yard signs.

(2) This section applies retroactively to any governing documents in effect on the effective date of this section. Any provision in a governing document in effect on the effective date of this section that is inconsistent with this section is void and unenforceable.”]

(j) Oil drilling or oil development operations, refining mining operations of any kind or the operation of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on any of the building sites except that the developers shall be permitted to remove gravel, sand, soil and top soil from any building site prior to it being sold for development of a home in the subdivision described herein.

(k) No individual water supply system shall be permitted on any Lot.

~~(l) No clothes line shall be located on a Lot premises so as to be visible from the street, a private way, dwelling houses on other residential Lots, or public areas.~~

(l) No clothes line shall be located on any Lot or premises so as to be visible from any public roadway within the Seasons subdivision. [Amended Feb. 1988]

~~(m) No fuel tank shall be maintained above ground on any Lot unless screened from view in a manner satisfactory to the Architectural Control Committee.~~

(m) No fuel tanks, for liquids or gas, shall be installed until the Architectural Control Committee has received a written determination that the owner has satisfied all required applicable fire department and/or county code permit processes for the installation of said fuel tank(s).

No fuel tanks shall be maintained above ground on any Lot unless screened from view in a manner satisfactory to the Architectural Control Committee. [Amended Feb. 1988]

(n) Except with the permission of the Architectural Control Committee or except as may be necessary in connection with the construction of any improvement, no excavation shall be made nor shall any dirt be removed from a Lot herein.

~~(o) No repair or dismantling of any automobile, motorcycle or other vehicle shall be permitted except within a garage on the premises.~~

(o) No repair or dismantling of any vehicle as previously listed in (e) shall be permitted except within a garage on the premises.

However, this shall not prohibit persons from completing routine vehicle maintenance on personally owned vehicles in their driveways, as long as the vehicle does not remain in the driveway in a dismantled or unsightly condition. [Amended Feb. 1988]

(p) No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the building set-back line without the written consent of the Architectural Control Committee, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than six (6) feet above the finished grade at the back of said wall.

(q) No cutting of trees shall be permitted without the prior written approval of the Architectural Control Committee.

~~(r) Except with the approval of the Architectural Control Committee, the natural drainage of any Lot shall not be changed.~~

(r) Except with the approval of the Architectural Control Committee, the natural drainage of any lot shall not be changed, except when such drainage, if left uncontrolled, will cause damage to any structure upon said lot. [Amended Feb. 1988]

(s) Except with the approval of the Architectural Control Committee, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon is

accordance with the plans and specifications approved by the Architectural Control committee have been completed.

~~(t) Exterior lighting of any sort which is visible from any street or from any other dwelling house in this subdivision shall not be installed without first obtaining the permission of the Architectural Control Committee.~~

(t) In addition to the lighting installed on a residence initial construction, the following additional lighting may be installed: lighting for security purposes around the residence, lighting in conjunction with landscaping, and lighting normally installed in the rear of a lot used for outdoor summertime activities. All of the lighting stated in this part (t) may only shine on the lot it is installed upon, and if such lighting will shine on any adjacent property, the permission of that property owner shall be obtained before such lighting is installed. [Amended Feb. 1988]

(u) Easements for utilities and drainage are reserved over a 2 ½ foot wide strip along each side of the interior lot lines and over the rear five feet of each Lot.

(v) No vegetable gardens shall be located on a lot premises so as they extend past the front line of a home these easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, of which may change the direction of the 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 each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

~~(w) No structures, of any size, whether attached to the dwelling or freestanding, shall be permitted to be of fiberglass or metal, either in the siding or the roof. This part (w) shall not apply to structures constructed, or with plans submitted to the Architectural Control Committee, prior to January 1, 1987.~~ [Amended Feb. 1988]

(w) No structure, of any size, whether attached to the dwelling or freestanding shall be permitted to be of corrugated fiberglass or corrugated metal, either in the siding or the roof. The Architectural Control Committee and the Board of Directors may approve the use of metal, fiberglass or other roofing materials, if it is determined that the exterior appearance of such material will be substantially similar to wood shake, composition or tile roofing. This provision shall also apply to any and all temporary and permanent exterior garden covers, greenhouses or

sunrooms that utilize glass roofs or glass siding and that exceed 144 square feet in plan dimensions. Electrical solar panels within the Seasons community may be permitted when it is determined by the Architectural Control Committee that they do not detract from the esthetic nature of the community. This part (w) shall not apply to permanent structures constructed, or with plans submitted to the Architectural Control Committee, prior to January 1, 1987.

[Amended August 2009]

(x) Cyclone, metal chain link fencing, or other metal fencing shall not be allowed. Further, fencing of a plastic or synthetic construction material shall not be allowed. This part (x) does not apply to fences erected prior to July 1, 1987. [Amended Feb. 1988]

(y) Homeowners of record are responsible for ensuring that their property is maintained, including normal and expected upkeep of buildings and landscaping. This part (y) shall include rental properties, vacant properties, and vacant lots. [Amended Feb. 1988]

~~(z) Under no circumstances shall a homeowner place or maintain a satellite T.V. signal receiving dish on their lot. [Amended Feb. 1988]~~

(z) Except for a satellite T.V. signal dish not to exceed 24 inches in diameter, the installation of which shall require the prior written approval of the Architectural Control Committee as to the manner and location of such installation, no homeowner shall place or maintain a satellite T.V. signal dish on any Lot or upon the exterior of any building or other structure. The Architectural Control Committee shall have the authority to require such specific forms of screening (fencing, shrubbery, etc.) as it deems appropriate so that the satellite dish shall not be visible from any public roadway within the Seasons subdivision and in order to render the installation as inoffensive as possible to other homeowners and residents. In addition, the installation must comply with local zoning requirements and building codes, if applicable.

[Amended in May, 1996]. [Note: “Until January 1, 1997, Homeowner Associations could prohibit a homeowner from putting a satellite dish on his roof. With passage of the Telecommunications Act of 1996, your local HOA is prohibited from enforcing local laws banning, or even delaying mounting of, a satellite dish that is less than 39 inches (1 meter) in diameter.” <http://www.ccfj.net/FCCLaw.htm>]

~~(aa) No house or lot structure shall contain any materials in the siding of the home except wood and brick. [Amended Feb. 1988]~~

(aa) No house or lot structure shall contain any materials in the siding except wood (including wood composite products with a natural wood-grain appearance), brick, and cement composite lap or panel siding with a natural wood-grain appearance). [Amended June 1999]

~~(bb) No house shall use T-1 siding on the front of the structure.~~ [Amended Feb. 1988]

(bb) No house shall have panel siding, whether of wood or any other material installed on the front of the structure. [Amended June 1999]

ARTICLE IV. PRESERVATION OF VIEW RIGHTS

The Architectural Control Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the land owner involved, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within thirty (30) days after receipt of such notices the landowner has not caused the trees or the other vegetation to be pruned or removed to the extent required by the Architectural Control Committee, the Seasons Homeowners Association, at its expense, may do such work provided that the Seasons Homeowners Association, if it so desires, may charge the cost of such work to the residents of this subdivision who have requested the pruning of such trees or other vegetation.

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

~~**Section 2.** The Association shall have two classes of voting membership:~~

~~**Class A.** Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be~~

~~exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.~~

~~**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

~~(b) On December 31, 1981.~~

Section 2. The Association shall have only one class of membership, which shall be voting members. Each member shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with the respect to any Lot. [Amended Feb. 1988]

ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the

Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to as Owner, the maximum annual assessment shall be Thirty-six (\$36.00) dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not to excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, Provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of each month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external

design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans, and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with a bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. An amendment must be recorded.

Section 4. Annexation. Additional residential property and common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restriction.

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THAT PART of the south half of Section 25 lying southeasterly of right-of-way of Northern Pacific Railway Company; the northwest quarter of the northeast quarter of Section 36 and that part of Parsons Donation Claims No. 38. Township 18 North, Range I West, W.M.; described as that part of the east half of the northwest quarter of said Section 36 lying southeasterly of said right-of-way; EXCEPTING therefrom the south 486 feet of the west 650 feet of said east half of northwest quarter, EXCEPTING ALSO that portion lying in tract conveyed to Northern Pacific Railway Company by deed dated December 18, 1912 and recorded in Volume 83 Deeds, pay 639, and EXCEPTING ALSO county roads.

All is Thurston County, Washington.

EXHIBIT A.

That part of the Southeast quarter of Section 25, Township 18 North, Range 1 West, W.M., described as beginning at a point on the South line of said subdivision 494.94 feet N 88° 05' 44" W of the Southeast corner thereof; thence N 88° 05' 44" W along said South line 20.02 feet; thence N 4° 25' 30" E 190.00 feet to a point on curve the radius point of which bears W 14° 54' 02" E 55.00 feet distant; thence Easterly along said curve 20.11 feet; thence S 4° 25' 30" W 189.12 feet to the point of beginning.

ALSO, that part of said Southeast quarter of Section 25 described as beginning at a point on the South line of said Southeast quarter 1109.80 feet N 88° 05' 44" W OF THE Southeast corner thereof; thence N 88° 05' 44" W along said south line 20.16 feet; thence N 9° 12' 00" E 180.00 feet to a point on curve the radius point of which bears N 19° 40' 32" E 55.00 feet distant; thence Easterly along said curve 20.11 feet; thence S 9° 12' 00" W 177.44 feet to the point of beginning.

ALSO, that part of said Southeast quarter of Section 25 and of the Northwest quarter of the Northeast quarter of Section 36, said Township and Range, described as beginning at a point 166.94 feet S32° 23' 55" E of a point on the South line of said Southeast quarter of Section 25 a distance of 2311.95 feet N 88° 05' 44" W of the Southeast corner thereof, thence N 32° 23' 55" W 325.82 feet to a point on a curve the radius point of which bears S 40° 53' 36" E 686.20 feet distant; thence Southwesterly along said curve 20.27 feet; thence S 32° 23' 55" E 322.53 feet to a point on a curve the radius point of which bears S 42° 52' 27" E 55.00 feet distant; thence Northeasterly along said curve 20.11 feet to the point of beginning.

ALSO, the part of said Northwest quarter of the Northeast quarter of Section 36, described as beginning at a point 492.86 feet N 88° 17' 54" W of point on the East line of Northwest quarter of the Northeast quarter 602.73 feet N 1° 42' 06" E of the Southeast corner thereof; thence N 36° 53' 07" W 132.74 feet; thence N 32° 23' 53" W 129.61 feet; thence S 57° 36' 05" W 20.00 feet; thence S 32° 23' 55" E 130.39 feet; thence S ; 36° 53' 07" E 133.52 feet to point on a curve the radius point of which bears S 47° 21' 39" E 55.00 feet distant; thence Northeasterly along said curve 20.11 feet to the point of beginning.

EXHIBIT B.

Page One

1116110

ALSO, that part of said Northwest quarter of the Northeast quarter of Section 36, described as beginning at a point 435.14 feet N 1° 59' 02" E of a point on the South line of said subdivision 164.67 feet S 88° 00' 58" E of the Southwest corner thereof, thence N 1° 59' 02" E 20.00 feet; thence S 88° 00' 58" E 240.92 feet to a point on a curve the radius point of which bears S 77° 32' 26" E 55.00 feet distant; thence Southerly along said curve 20.11 feet; thence N 88° 00' 58" W 240.92 feet to the point of beginning.

AND ALSO, that part of said Northwest quarter of the Northeast quarter of Section 36, and of the Northeast quarter of the Northwest quarter of said Section, described as beginning at a point 485.14 feet N 1° 59' 02" E of a point on the South line of said Northwest quarter of the Northeast quarter 104.67 feet S 88° 00' 58" E of the Southwest corner thereof, thence N 1° 59' 02" E 20.00 feet; thence N 88° 00' 58" W 289.50 feet to a point on a curve the radius point of which bears S 81° 30' 30" W 55.00 feet distant; thence Southerly along said curve 20.11 feet; thence S 88° 00' 58" E 289.50 feet to the point of beginning.

EXHIBIT B.

Page Two

1116110

That part of the Northeast quarter of the Northwest quarter of Section 36, Township 18 North, Range 1 West, W.M., described as beginning at a point 813.53 feet N 88° 13' 08' W of a point as the Ease line of said subdivision 775.75 feet N 1° 46' 52" E of the southeast corner thereof, thence N 54° 19' 11" W 430.90 feet to a point on a curve the radius point of which bears S 49° 37' 13" E 447.46 feet distant; thence Northerly along said curve 4.89 feet; thence along a curve in the left having a radius of 193.70 feet a distance of 15.16 feet; thence S 54° 19' 11" E 449.16 feet to a point on a curve the radius point of which bears S 54° 19' 11" E 407.77 feet distant; thence Southwesterly along said curve 20.01 feet to the point beginning.

EXHIBIT B.

Page Three

1116110

That portion of the West 650 feet of that part of the Southeast quarter of the Northwest quarter of Section 36, Township 18 North, Range 1 West, W.M., lying Northerly of the South 486 feet described as follows: Beginning at the Southeast corner of said subdivision; thence N 87° 56' 13" W along the south line thereof 120.00 feet; thence N 1° 50' 27" E 110.00 feet; thence N 35° 11' 53" W 67.58 feet to a point of the curve the radius point of which bears N 35° 11' 52" W 190.00 feet distant; thence Northerly along said curve 31.68 feet; thence S 44° 45' 02" E 51.10 feet; thence S 87° 56' 13" E 100.00 feet to the East line of said subdivision; and thence S 1° 50' 27" W along said East line 150.00 feet to the point of beginning.

EXHIBIT B.

Page Four

1116110

That part of the Northwest quarter of the Northeast quarter of Section 36, Township 18 North, Range 1 West, W.M., described as follows: Beginning at the Southeast corner thereof, thence N 88° 00' 58" W 319.55 feet; thence N 1° 59' 02" E 334.91 feet to a point on a curve the radius point of which bears N 44° 13' 06" W 649.41 feet distant; thence Northeasterly along said curve a distance of 31.99 feet; thence S 88° 17' 54" E 296.22 feet to the East line of said subdivision; thence S 1° 42' 06" W along said East line 360.00 feet to the point of beginning. Containing 2.622 acres.

ALSO, that part of the Northwest quarter of the Northeast quarter of Section 36, Township 18 North, Range 1 West, W.M., described as beginning at a point 532.38 feet N 88° 17' 54" W of a point on the East line of said subdivision 425.84 feet S 1° 42' 06" W of the Northeast corner thereof, running thence S 57° 36' 05" W 300.00 feet; thence N 32° 23' 55" W 225.00 feet; thence along curve to the right having a radius of 25.00 feet a distance of 39.27 feet; thence N 57° 36' 05" E 250.00 feet; thence along a curve to the right having a radius of 25.00 feet a distance of 39.27 feet; and thence S 32° 23' 55" E 225.00 feet to the point of beginning. Containing 1.1716 acres.

AND ALSO, that part of the Southeast quarter of Section 25, Township 18 North, Range 1 West, described as beginning at a point 75.88 feet N 1° 54' 16" E of point on the South line of said subdivision 1575.26 feet N 85° 05' 44" W of the Southeast corner thereof; thence N 57° 38' 19" E 452.30 feet; thence N 32° 21' 41" W 333.21 feet to a point on a curve the radius point of which bears N 52° 17' 33" W 704.07 feet distant; thence Westerly along said curve a distance of 302.98 feet; thence along a curve to the left having a radius of 25.00 feet a distance of 36.42 feet; thence along a curve to the right having a radius of 633.11 feet a distance of 304.68 feet to the point of beginning. Containing 2.561 acres.

EXHIBIT B.

Page Five

1116110

That part of the Southwest quarter of the Northwest quarter of Section 36, Township 18 North, Range 1 West, W.M., described as beginning at a point on the Ease line of said subdivision 265.02 feet S 1° 46' 53" W of the Northeast corner thereof, thence S 1° 46' 53" W along said Ease line 280.00 feet; thence N 88° 09' 33" feet; thence N 10 50' 27" E 280.00 feet; thence S 88° 09' 33" E 136.60 feet to the point of beginning.

EXHIBIT B.

Page Six