

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DONALD M. INGERSOLL and PATRICIA J. INGERSOLL, hereinafer referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property commonly known as the plat of WOODFIELD ESTATES in the City of Olympia, County of Thurston, State of Washington, which is more particularly described as:

GOVERNMENT LOT TWO, SECTION 19, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., EXCEPT THE SOUTH 5 ACRES THEREOF AND EXCEPT ROADS.

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON. IN THURSTON COUNTY, WASHINGTON.

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 benefit of each Owner thereof.

// THURSTON COUNTY
OLYMPIA, WA
06/06/91 11:46 AM
REQUEST OF: /GCO
Sam S. Reed, AUDITOR
BY: Alan, DEPUTY
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Declaration of Covenants
Conditions and Restrictions

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to "Woodfield Estates 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 for 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 open space.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to DONALD M. INGERSOLL and PATRICIA J. INGERSOLL, their successors and assigns

if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's 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 fees for the improvement, repair, or maintenance of improvements situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (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 two-thirds (2/3) of each class of member has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and improvement thereon to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE III

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 all be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to twelve (12) 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 January 1, 1994.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, unless the Declarant constructs a house on 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, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) a special assessment, required by the City of Olympia, to inspect, maintain and repair the storm water management facilities. Accordingly, the Homeowner's Association is responsible for maintenance of the storm water management facilities on the property. The annual and special assessments, together with interest, costs, and reasonable attorney 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 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. The Association may hire attorneys and accountants of its choice to collect any assessments. In particular, an accountant may be hired for the purpose of determining, billing and collecting assessments and for the purpose of auditing Association recordkeeping books and records.

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 for the improvement and maintenance of the Common Areas. The City of Olympia has required that the Association provide recreational facilities in the green space for all of the residents of the proposed subdivision. The recreational facilities shall include as a minimum playground facilities for children.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and No/100 Dollars (\$120.00) 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 five percent (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 five percent (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 in excess of the maximum.

Section 4. Special Assessment 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 a meeting duly called for this purpose.

Section 5. Storm Water Management Facilities Fund. The City of Olympia has required that the Homeowners Association and each Lot Owner be responsible for a specific fund for the maintenance of the storm water management facilities. The storm water management facilities are located in the green space areas and consist of berms, swails, ponds and drainage courses. The estimated cost of inspection of the facilities for a 12-month period is Twelve Hundred Dollars (\$1,200.00). The estimated cost of repairs of the facilities for a 12-month period is Twelve Hundred Dollars (\$1,200.00). Initially, each Lot Owner shall pay to this special fund the sum of Forty Dollars (\$40.00) annually. If the Association fails to maintain the storm water facility, the City of Olympia may take over the maintenance and charge the cost to the Association. Any cost charged to the Association by the City of Olympia for the maintenance of the storm water management facility shall be the joint and several liability of the individual Lot Owners and the Association and the City of Olympia may seek a judicial lien against the property of the Association or against individual parcels within the subdivision to recover any cost incurred by the City of Olympia in the maintenance of the storm

water management facility. This assessment will be collected on an annual basis at the same time as the annual assessment provided for in Article IV, Section 3 herein, except that on the initial sale of the Lot the assessment will be paid through December 31, 1993.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 preceding meeting.

Section 7. 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.

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Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of said Lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and paid through December 31, 1993. 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 9. 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 twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property. No Owner may waive or otherwise escape the liability for the assessments

provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee.

A. Membership. The Architectural Control Committee shall be composed originally of PATRICIA J. INGERSOLL, DONALD M. INGERSOLL and DEZIRLEE A. JASPERSON. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any members of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the sale of ninety-five percent (95%) of the Lots, the then recorded Owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to take away from the committee or restore to it any of the powers and duties as herein defined.

B. Procedure. The committee's approval or disapproval as required in covenants shall be in writing. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its power in a responsible manner and said

committee is hereby empowered to adopt responsible regulations as are 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 thrity (30) days after the submission thereof, 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 compliance with the related covenants shall be deemed to exist.

Section 2. Committee/Declarant Liability. The Association shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any previous section of this Declaration. By purchasing a Lot in WOODFIELD ESTATES, the Owners agree that, to the extent permitted by the law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the Committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration.

ARTICLE VI

LAND USE AND BUILDING RESTRICTIONS

Section 1. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-

family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No Residence shall be constructed which exceeds the allowable height set forth in the City of Olympia Zoning Code for this zone. Each Residence must have a private enclosed shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family. Rambler-type residences (residence consisting of a basement and one story or residence consisting of a single story) shall contain at least fifteen hundred (1500) square feet. Multi-story residences (residence consisting of a basement and two stories or residences consisting of two stories) shall contain at least sixteen hundred (1600) square feet, with a minimum of eight hundred (800) square feet on the first story. In computing the total square footage of a residence, the basement shall not be included, nor shall garages or enclosed decks be included.

Section 2. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declaration gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall

be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained. In no case shall a recreational vehicle, boat, trailer of any kind, truck, or automobile be parked in the public right-of-way for a period of time exceeding forty-eight (48) hours.

Section 3. Fences will not be any closer to the street than the closest edge of the house. Fences must be constructed of cedar or of a material approved by the Architectural Control Committee.

Section 4. No mobile or "manufactured" homes, trailer, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

Section 5. Mining. No oil drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is

permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.

Section 6. Building Location. Setback requirements for construction shall comply with City of Olympia regulations.

Section 7. Signs. No signs, billboards, or other advertising structures or devices shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent, except that the area of the sign may be increased to a maximum of eight (8) square feet by a builder to advertise the property during the construction and sale period for any new residence on a Lot, or to a maximum of thirty-two (32) square feet by the Declarant to advertise lots for sale. Political yard signs, not more than eight (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days after the date of the election to which the sign refers, such signs must be removed from Lots.

Section 7. Animals. No animals, except dogs, cats, caged birds, fish and tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance for other Owners in the plat. Leashed animals are permitted within rights-of-way or Common Areas only when

accompanied by their owners. Every person who owns or is in possession of an animal is responsible for the removal of that animal's droppings and waste.

Section 9. Driveways. All driveways and walkways shall be paved concrete, unless otherwise approved by the Committee.

Section 10. Delegation of Use and Responsibilities. Any Owner may delegate, to members of his family or his tenants, in accordance with the Bylaws of WOODFIELD ESTATES Homeowners' Association, the Owner's right of enjoyment of Common Areas. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Areas (or any other area maintained by the Association), or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount

of damages.

Section 11. Trees and Landscaping Requirements.

A. Trees. There is a final landscape plan, a tree survey, that shows which trees and other vegetation must be considered before the issuance of a building permit. Significant trees are identified on the landscape plan and tree survey. The Association has the ultimate responsibility to make sure that no significant trees are removed, without the approval of the City of Olympia Building Department.

All building permit applications for all Lots shall include a site plan that identifies all significant trees and other natural vegetation including all other trees, shrubs, bushes and groundcover on the site and that indicates which trees and what vegetation are proposed for removal. The building official may require the plans to be modified to prevent the removal of significant trees and other vegetation. Such modification may include relocating or reorienting any of the structures on a Lot and limiting the footprint size of any structures permitted on a Lot. The building official may require vegetation on the site to be replaced by native landscaping. No building permit may be signed-off for any Lot until the installation of landscaping required by the building official, unless the building official has granted an extension for weather.

B. Each individual Lot of the subdivision shall be completely landscaped prior to receipt of a signed-off building permit. Prior to issuance of any building permit for a house on a Lot, a landscaping plan showing comparable amounts of vegetative improvements and following the established theme of the typical Lot landscaping plan shall be submitted and approved by the City of Olympia Building Department.

If inclement weather conditions prevent the timely installation of said improvements, the Lot Owner, with the approval of the City of Olympia, may receive a signed-off building permit on condition that the landscaping will be installed when weather permits.

Landscaping shall include all adjacent public street rights-of-way out to the edge of the curb or sidewalk in the public street. Each Lot Owner shall be responsible for installing and maintaining the landscape within this adjacent right-of-way.

Section 12. Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Architectural Committee will determine whether a used material is a "decor" item. In making this determination, the Architectural Committee will consider whether the material harmonizes with the aesthetic character of the WOODFIELD ESTATES development and whether the material would add to the attractive development of the

property. All roofs are to be cedar shake, cedar shingle, tile, or architectural-grade dimensional composition shingles at a minimum 280 lb. per square (i.e. Pabco, Timberline, Presidential, Bird, or equal). Plywood siding or any exterior wood panels similar to 4' x 8' plywood shall not be used as an exterior finish material on the front elevation of any structure.

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within WOODFIELD ESTATES. Exterior colors must be approved by the Architectural Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

Section 13. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

Section 14. Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within six (6) months of the beginning of construction so as to present a finished appearance

when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 15. Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonably predetermined hour upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections. No person, including the Association, shall be liable for damages for negligently making such inspections or for failure to make such inspections.

Section 16. Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington.

Section 17. Wiring. The wiring (other than interior wiring) for a building of any kind shall be underground.

Section 18. Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Architectural Committee.

Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Architectural Committee. Any such installations shall not be approved if, in the sole discretion of the Architectural Committee, the installation(s) will detract from the appearance of the Lot or Properties.

ARTICLE VII

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 restrictions, conditions, covenants, reservations, liens and charges now 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 way 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 and bind the land, after which time they shall be automatically extended for successive periods 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 instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of June, 1991.

Declarant:

Declarant:

Donald M. Ingersoll
DONALD M. INGERSOLL
Patricia Ingersoll

Patricia J. Ingersoll
PATRICIA J. INGERSOLL

STATE OF WASHINGTON) *his attorney in fact*

STATE OF WASHINGTON,

County of Thurston

{ ss.

On this 6th day of June, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia J. Ingersoll to me known to be the individual described in, and who executed the within instrument for her self and also as the Attorney in Fact for him and acknowledged to me that she signed and sealed the same as her own free and voluntary act and deed for her self, and also as the free and voluntary act and deed as Attorney in Fact for said Donald M. Ingersoll in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

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

My commission expires 8-5-92

Ann E. [Signature]
Notary Public in and for the State of Washington,
residing at Olympia

ACKNOWLEDGMENT - SELF AND ATTORNEY IN FACT
FIRST AMERICAN TITLE COMPANY MICROFILMED

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