

After Recording mail to:
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**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,
CONDITIONS, AND RESTRICTIONS
OF KEANLAND PARK
PLANNED RURAL RESIDENTIAL DEVELOPMENT**

Grantor	DRP HOLDINGS, LLC, a Nevada limited liability company
Grantee	KEANLAND PARK PRRD HOMEOWNERS' ASSOCIATION, a Washington non-profit corporation
Legal Description (abbreviated)	SECTIONS 7 & 18, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.
Assessor's Tax Parcel ID No.	11707310000; 11707310100; 11718200000; 11718120200; 11718130000; 11718320000; 11718120102
Reference No. of Related Documents	

THIS DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF KEANLAND PARK PLANNED RURAL RESIDENTIAL DEVELOPMENT (the "Declaration") running with the land is made this 30th day of June, 2015, by **DRP HOLDINGS, LLC**, a Nevada limited liability company ("Declarant").

1. RECITALS

1.1 **WHEREAS DECLARANT** is the owner in fee of certain real property (the "Real Property") described as follows:

PARCEL A:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTHWEST

QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.;

ALSO, THE NORTH HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, LESS THE EAST 20 FEET OF SAID TRACT USED FOR ROAD PURPOSES; AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.

PARCEL A-1:

AN EASEMENT AS GRANTED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 8509180105 FOR INGRESS AND EGRESS OVER THE FOLLOWING PARCEL OF LAND:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M., THAT LIES EAST OF THE DESCHUTES RIVER.

PARCEL B:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.; EXCEPTING THEREFROM THE NORTH 990 FEET AND EXCEPTING THEREFROM THE EAST 20 FEET FOR COUNTY ROAD.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

Such Property being commonly known as the "Plat" and shall constitute Lots 1-91 of the plat of Keanland Park Planned Rural Residential Development recorded on _____ under Thurston County Auditor's File No. _____.

1.2 **WHEREAS DECLARANT** desires to impose certain protective covenants, easements, conditions, restrictions, charges and liens, upon the Real Property for the mutual benefit of all owners, present and future.

1.3 **WHEREAS DECLARANT** desires that the protective covenants, easements, conditions, restrictions, charges and liens be enforceable by the owners of the lots to be sold without resorting to lawsuits and the expenses generated thereby.

2. DEFINITIONS

NOW THEREFORE, DECLARANT hereby declares and covenants as follows:

2.1 “Declarant” shall mean **DRP HOLDINGS, LLC**, a Nevada limited liability company, or its successors and assigns.

2.2 “Property” and “Real Property” shall mean that certain Real Property herein described and additions thereto as are annexed subject to this Declaration or any supplemental Declaration.

2.3 “Lot” shall mean any separate tract of land shown upon a recorded survey or subdivision map of the Property, with the exception of Open Space or other areas set aside for non-residential use.

2.4 “Lot Owner” and “Owner” shall mean the record owner of a fee simple title to any Lot or Lots which are a part of the Property (including the Vendee under a real estate contract) but excluding those having such interest merely as a security for the performance of an obligation.

2.5 “Federal Mortgage Agencies” shall mean those federal agencies that have an interest in any Lot or Lots, or Common Areas, such as the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), or successors to their interests.

2.6 “First Mortgage “ and “First Mortgagee” shall mean the Lender who holds the first lien position mortgage on a Lot and who has notified the Association in writing of such holdings.

2.7 “Mortgage” shall include, except where stated to the contrary herein, a mortgage, deed of trust, real estate contract, or other security interest.

2.8 “Member” shall mean a Lot Owner. All Lot Owners shall be Members, but there shall be only one vote per Lot and no fractional votes shall be allowed. Voting prior to the Transition Date shall be conducted as provided for in Section 10.2.2 herein.

2.9 “Association” shall mean **KEANLAND PARK PRRD HOMEOWNERS’ ASSOCIATION**, a Washington non-profit corporation, the organization consisting of the Members formed to carry out the intent of the covenants, easements, conditions, charges, liens and restrictions contained herein.

2.10 “Common Area(s)” shall mean property owned, or otherwise maintained, repaired, or administered by the Association, including but not limited to entry monuments, stormwater facilities, wildlife corridors, trails and private roadways within the Plat, together with any areas designated as such on the face of the final Plat.

2.11 “Plat” shall mean the plat of **KEANLAND PARK PLANNED RURAL RESIDENTIAL DEVELOPMENT** situated on the Real Property described above in the County of Thurston, Washington.

2.12 “Quorum” means the minimum number of Members required to be present at a meeting to transact the general business of the Association. A quorum shall be established if at least thirty four percent (34%) of the Members are present to vote, either in person or by proxy at the beginning of the meeting.

2.13 “Majority” means the minimum number of Member votes required to transact business of the Association. A majority shall be present if a quorum is established at a meeting, and at least fifty-one percent (51%) of the Members present at the meeting vote in favor of the action, either in person or by proxy.

2.14 “Super Majority” means the minimum number of Member votes required to transact business of the Association requiring approval of a greater majority of the Members. A Super Majority shall be present if at least sixty-seven percent (67%) of the Members vote in favor of the action, either in person or by proxy.

2.15 “Transition Date” shall have the meaning set forth in Section 10.1 herein.

2.16 “Water Company” shall mean the Violet Prairie Water Company and any successor water purveyor.

2.17 “Mortgagee,” except where expressly stated otherwise, includes the beneficiary under a deed of trust, a mortgagee under a mortgage, the vendor/seller under a real estate contract, or other holder of a security interest on a Lot in the Community.

2.18 “Foreclosure” includes a judicial foreclosure of a mortgage, a judicial or non-judicial foreclosure of a deed of trust, a judicial or non-judicial forfeiture of a real estate contract, and a sale on default under a security agreement.

3. GENERAL

3.1 DECLARATION. The Lots shall be held, sold, and conveyed subject to the easements, covenants, conditions, charges, liens and restrictions set forth herein and on the recorded Plat of the Property, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Such easements, covenants, conditions, charges, liens and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each Owner

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thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenements.

3.2 TERM. This Declaration shall be effective until and unless terminated by a termination agreement executed by a Super Majority vote of the Members then subject to this Declaration. Any termination agreement must be in writing, signed by the approving Members, and must be recorded with the Thurston County Auditor.

3.3 AMENDMENT BY DECLARANT OR MEMBERS. This Declaration can be amended by the Declarant until the Transition Date, and by the written and recorded vote of the Members as herein provided.

3.3.1 No amendment shall be passed which materially impairs the substantial rights of a Member as established herein unless the impacted Member(s) consent in writing. An amendment shall not be considered as impairing the substantial rights of a Member unless the amendment will result in a direct interruption, interference, or disruption of the enjoyment for residential purposes of the affected Lot by the Member. Any such amendment must be in writing, signed by the approving Members, and recorded with the Thurston County Auditor.

3.3.2 A "Material Amendment" includes adding, deleting or modifying any provision of this Declaration regarding the following:

- (a) Assessment basis or assessment liens;
- (b) Any method of imposing or determining any charges to be levied against individual Members;
- (c) Reserves for maintenance, repair or replacement of Common Area improvements;
- (d) Maintenance obligations;
- (e) Allocation of rights to use Common Areas;
- (f) Any scheme or regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements;
- (g) Reduction of insurance requirements;
- (h) Restoration or repair of Common Area improvements;
- (i) Addition, annexation or withdrawal of land to or from the project;
- (j) Change in the voting rights;
- (k) Restrictions affecting the leasing or sale of a Lot;
- (l) Any provisions for the express benefit of mortgagees;
- (m) Expanding the boundaries of the Property;
- (n) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Areas (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Area use; (ii) dedicating Common Area as required by any public authority; (iii) limiting boundary line adjustments made in accordance with the provisions of

this Declaration, or; (iv) transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the Association.)

3.3.3 Material Amendments as defined in 3.3.2 above, must be approved by a Super Majority vote of the Members, in person or by proxy, voting at any meeting of the Association held in accordance with the notice requirements herein provided.

3.3.4 Any meeting of the Members to approve an amendment or to take any action described in Sections 3.3.2 or 3.3.3 above, shall be announced to the Members by issuance of advance notice in the manner specified in Section 4.3.2 below. Such notice shall state the purpose of the meeting and contain a summary of any Material Amendments or actions proposed and a proxy that can be cast in lieu of attendance at the meeting.

3.3.5 Any other amendment not described in Sections 3.3.1 or 3.3.2 above shall be approved by a Majority vote as defined in Section 2.13 above.

3.3.6 Notwithstanding any other provision herein, the Declarant shall have the right to make changes or revisions to this Declaration to comply with the requirements of the laws and regulations applicable to the Property, including without limitation, the rules and regulations of the United States Department of Housing and Urban Development, Fannie Mae, Freddie Mac, or the Veterans Administration.

3.4 AMENDMENT BY COURT ACTION. The Declarant or any Member shall have the right to seek amendment by way of civil suit wherein the basis for the amendment is either: (a) governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the Member seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

3.5 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect. Provided, if invalidation of a provision changes, as a practical matter, the effect of another provision, a court may exercise its inherent equitable power to give effect to the intent of these provisions as a whole.

3.6 ENFORCEMENT BY COURT ACTION. Declarant and the Members shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity.

3.7 CONDITION PRECEDENT TO ACTION. Prior to taking action under paragraph 3.6 above, written notice shall be given to the offending Member. Such notice shall be provided in the manner specified in Section 4.3.2 below, and shall specify the nature of the offense and also the action necessary to cure. Such notice shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty (30) days.

3.8 EXPENSES OF ACTION. The expenses, including reasonable attorney fees, of any corrective action or enforcement of this Declaration, if not paid by the offending Member within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot, enforceable as other liens herein.

3.9 LIABILITY AND WAIVER. Failure of Declarant or any Member to enforce any provision herein shall in no event be deemed a waiver of the right to do so. No action shall be brought or maintained by anyone whatsoever against the Declarant, the Association, or any Member for or on account of failure to bring any action for any breach of the protective or restrictive covenants set forth herein.

3.10 COSTS AND ATTORNEY FEES. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. For the purposes of this Declaration “legal action” shall include arbitration, law suit, trial, appeals, and any action, negotiations, demands, counseling or otherwise where the prevailing party has necessarily and reasonably retained an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the Member’s rights hereunder.

4. HOMEOWNERS ASSOCIATION

4.1 HOMEOWNERS ASSOCIATION. Concurrently with the recordation of this Declaration, the Declarant shall form a homeowners’ association known as **KEANLAND PARK PRRD HOMEOWNERS’ ASSOCIATION**, a Washington non-profit corporation herein referred to as the “Association.” Every Lot Owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the Association. Such membership shall be appurtenant to the Lot owned by such Lot Owner and may not be transferred except by sale or transfer of the Lot itself. Ownership of a Lot shall be the sole qualification for membership.

4.2 ASSOCIATION BYLAWS. The Bylaws of the Association shall provide for:

4.2.1 The number, qualifications, powers and duties, terms of office, and manner of electing and removing the board of directors and officers and filling vacancies;

4.2.2 Election by the board of directors of the officers of the Association as the Bylaws specify;

4.2.3 Which, if any, of its powers the board of directors or officers may delegate to other persons or to a managing agent;

4.2.4 Which of its officers may prepare, execute, certify, and record amendments to the governing documents on behalf of the Association;

4.2.5 The method of amending the Bylaws; and

4.2.6 Any other matters the Association deems necessary and appropriate.

4.3 MEETINGS OF ASSOCIATION

4.3.1 A meeting of the Association must be held at least once each calendar year; however, the first annual meeting of the Association shall not be held until after the Transition Date, and as provided for in Section 10.3. Special meetings of the Association may be called by the president, a Majority of the board of directors, or by Members having ten (10%) percent of the votes in the Association. The Association must make available to each Member for examination and copying, minutes from the previous Association meeting not more than sixty (60) days after the meeting. Minutes of the previous Association meeting must be approved at the next Association meeting in accordance with the Association's governing documents.

4.3.2 Not less than fourteen (14) nor more than sixty (60) days in advance of any meeting of the Association, the secretary or other officer specified in the Bylaws shall provide written notice to each Member of record by:

(a) Hand-delivery to the mailing address of the Member or other address designated in writing by the Member;

(b) Prepaid First-Class United States mail to the mailing address of the Member or to any other mailing address designated in writing by the Member; or

(c) Electronic transmission to an address, location, or system designated in writing by the Member. Notice to Members by electronic transmission complies with this Section only with respect to those Members who have delivered to the secretary or other officer specified in the Bylaws a written record consenting to receive electronically transmitted notices. A Member who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or other officer specified in the Bylaws. Consent is deemed revoked if the secretary or other officer specified in the Bylaws is unable to electronically transmit two consecutive notices given in accordance with the consent.

4.3.3 The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the board of directors for a vote by the Members, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director.

4.3.4 Except as provided in this subsection, all meetings of the board of directors shall be open for observation by all Members and their authorized agents. The board

of directors shall keep minutes of all actions taken by the board, which shall be available to all Members. Upon the affirmative vote in open meeting to assemble in closed session, the board of directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of a Member to the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The board of directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the board of directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

4.3.5 The provisions of Section 4.3 shall not apply to meetings of the Association until the first meeting after the Transition Date, as provided for in Section 10.

4.4 VOTING. Each Lot shall vest its Owner(s) with one (1) vote on all matters. Until the Transition Date, votes shall be vested as provided for in Section 10.2.2 herein. No Lot shall be entitled to more than one (1) vote, except as specified in any other provision herein. Lots owned by a husband and wife, or jointly by more than one individual or entity, shall be entitled to only one (1) vote by the Lot Owners cumulatively and not individually. All other matters shall require an affirmative Majority vote unless otherwise stated elsewhere in this Declaration or in any amendments hereto.

4.5 BUDGET

4.5.1 Within thirty (30) days after adoption by the board of directors of any proposed regular or special budget of the Association, the board shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the board of directors.

4.5.2 As part of the summary of the budget provided to all Members, the board of directors shall disclose to the Members:

(a) The current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from the reserve study, and the funding plan upon which the recommended contribution rate is based;

(b) If additional regular or special assessments are scheduled to be

imposed, the date the assessments are due, the amount of the assessments per each Member per month or year, and the purpose of the assessments;

(c) Based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of each year to meet the Association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty (30) years;

(d) If reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve account funds will be available each year during the next thirty (30) years, the approximate dates assessments may be due, and the amount of the assessments per Member per month or year;

(e) The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;

(f) The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five (5) budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and

(g) If the funding plan approved by the Association is implemented, the projected reserve account cash balance in each of the next five (5) budget years and the percent funded for each of those years.

4.5.3 The provisions of Section 4.5 shall not take effect until after the Transition Date as provided for in Section 10.1. Prior to the Transition Date, the Declarant shall provide a budget as provided for in Section 10.2.1.

4.6 DUES: ASSESSMENTS. Every Member is further deemed to covenant and agree (whether or not expressed in any deed or conveyance) to pay when due, any and all annual or special dues, expenses, assessments, or other charges that may be levied from time to time by the Association, in accordance with these provisions and the Articles of Incorporation and Bylaws of the Association, including any future amendments thereto. The assessments shall be due on March 1st of each calendar year pursuant to Section 4.15 below. Common Areas and areas dedicated to and accepted by a local public authority and any Lots owned by the Declarant, until the Transition Date, are exempt from the payment of dues and assessments.

4.7 CERTIFICATE. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association stating whether assessments, dues, or other charges against a specified Lot have been paid, or the amount due and owing. Such certificate

shall be conclusive evidence as to the amount of any assessments, dues, or other charges stated to have been paid. The Association may charge a reasonable fee for the issuance of such certificate.

4.8 LIEN FOR FAILURE TO PAY. In the event any Member fails to pay, within sixty (60) days of receiving a bill for their portion of the expense, dues, assessments, or other charges for common expenses, the same shall become a lien against the Lot, and the Association may file a claim of lien. The lien shall be a lien against the property of the non-paying party and subject to foreclosure in the same manner as a judicial foreclosure of a mortgage. The lien shall have perpetual existence until paid and released by a recorded lien release. The unpaid balance shall bear interest at the highest legal rates in effect on the date of the lien until paid and the non-paying party shall be liable for costs and attorneys' fees expended in any collection action or attempt to collect, including, but not limited to, the foreclosure of the lien. Sale or transfer of any Lot shall not affect the assessments as to payments thereof which became due prior to such sale or transfer whether a lien is filed prior to the sale or not. No sale or transfer shall relieve such Lot from liability for any assessments, dues or other charges thereafter becoming due or from the lien thereof.

4.9 PERSONAL LIABILITY. All assessments, dues, or other charges, together with interest, costs, and reasonable attorney fees shall be the personal obligation of the Member at the time such assessments, dues, or other charge became due. The personal obligation of such Member shall not be relieved by sale or transfer of the Lot, and shall not become the personal obligation of the Member's successors in interest unless expressly assumed by them. The new Owner shall be personally liable for assessments, dues, or other charges that become due on or after the date of sale or transfer; provided that, nothing in this Section shall relieve the Lot from liability for such dues, assessments, or other charges, or the lien therefore.

4.10 RATE OF ASSESSMENT. Annual and special assessments shall be at a uniform rate for all Lots.

4.11 ASSOCIATION OBLIGATION. The Association shall be obligated to maintain and repair all Common Areas, and the improvements and equipment thereon. **Provided that:** if any such work is required as the result of any negligent or intentional act or omission of any Member, or any Member's guests, family, or tenants, the cost of such work shall be paid for exclusively by such Member and shall become part of the assessment levied against such Member's Lot or Lots.

4.12 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the Members: operation and maintenance of street lighting; maintenance of Common Area landscaping; and operation and maintenance of any Common Areas, including, but not limited to, entry monuments, stormwater facilities, wildlife corridors, trails and private roadways within the Plat. Extraordinary Use as set forth in Section 4.13 shall not be a common expense. Common expenses shall be inclusive of the

cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate.

4.13 EXTRAORDINARY USE. If any Member, their contractors or invitees should by their use cause the private roadway within the Plat to be subjected to other than reasonable wear and tear, and should the roadway be damaged as a result of such use, the Member subjecting the roadway or causing the roadway to be subjected to such extraordinary use shall be obligated to repair such damage upon receipt of written demand by certified mail by Association and to repair the roadway to the condition existing prior to such use, with all expenses and costs therefor to be borne by such Member.

4.14 LIABILITY INSURANCE. The Association may maintain liability and/or hazard insurance covering any Common Areas and work performed by or on behalf of the Association.

4.15 COMMENCEMENT OF ASSESSMENTS. Annual Assessments shall commence on March 1st of the year following the completion of the first lot transfer by Declarant. The initial Assessment amount shall be four hundred-fifty dollars (\$450.00) per year plus a septic inspection fee. For unoccupied lots, the initial Assessment amount shall be one hundred-fifty dollars (\$150.00). No septic inspection fee shall be charged until occupancy. Until the Association makes an Assessment, the Declarant shall pay all Common Expenses.

5. UTILITIES AND CRITICAL AREA BUFFERS

5.1 UTILITY EASEMENTS

5.1.1 EASEMENTS. The Violet Prairie Water Company, Puget Sound Energy, and CenturyLink Cable Company have an easement and right-of-way over, under and across an area ten feet (10') in width parallel with and adjoining the street frontage of all Lots and tracts in the Plat for the purpose of installing, constructing, reconstructing, operating, renewing, repairing, and maintaining any underground pipe, conduit, cables, wires and necessary facilities, and other equipment necessary for serving this subdivision and other property with electric, telephone, water, cable, and utility services, together with the right to enter upon the Lots and tracts at all times for the purposes herein stated. The easements entered upon for these purposes shall be restored as closely as possible to their original condition. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any Lot unless the same shall be underground or in a conduit attached to a building. No permanent improvements shall be constructed within any utility easement. The above-described easements have been dedicated in the recorded Plat.

5.2 STORMWATER DRAINAGE SYSTEM

5.2.1 EASEMENT. The Association, its employees, agents, and directors have a perpetual easement for the benefit of the Association and the Public for the purposes of discharging stormwater runoff originating on the private roads Keanland Park Lane, Viewcrest Lane, Gambrel Lane, Parke Grove Lane, and Horizon Lane, and the public roads Rixie Street Southeast, Ayer Street, and Ayer Street Southeast, onto the Resource Parcel at the stormwater discharge points as shown on the face of the Plat. The Association shall also have a right of access to the Resource Parcel for the purposes of operating, maintaining, repairing, and replacing, drainage courses, swales, stormwater outlets, pipes, conduits, and any other stormwater management facilities. The above-described easements have been dedicated in the recorded Plat.

5.2.2 MAINTENANCE OF STORMWATER DRAINAGE SYSTEM. Maintenance and maintenance expenses associated with the storm drainage system shall be the responsibility of the Association, with the exception of any stormwater facility or conveyance piping located within the right-of-way or otherwise conveyed or dedicated to Thurston County, now or in the future. The Association shall maintain drainage systems on the Property pursuant to the Storm Water Maintenance Agreement and Maintenance Schedule attached hereto as **Exhibit A** and incorporated herein by reference.

5.2.3 SANCTIONS FOR FAILURE TO MAINTAIN. In the event the Association, in the judgment of Thurston County, fails to maintain drainage facilities within the Plat pursuant to the Maintenance Schedule, or if the Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, Thurston County may, after thirty (30) days' notice by registered mail to the registered agent of the Association, undertake to correct the problem or maintain Plat drainage facilities as necessary to restore the full drainage capacity of the drainage system. Thurston County and its authorized agents shall have the right to enter upon any premises within the Plat for the purpose of maintaining any element of the drainage system or associated wetland buffer in accordance with the approved Maintenance Schedule for the same described above. Thurston County will bill the Association for all costs associated with the engineering and construction of remedial work undertaken pursuant to this provision, and shall place a lien on the Property and/or on individual Lots in the Association for any payments in arrears. The Association shall bear any costs or fees incurred by Thurston County should legal action be required to collect payments.

5.3 ONSITE SEWAGE SYSTEMS

5.3.1 EASEMENT. The Association, its employees, agents and directors shall, upon 24 hours' notice, except in cases of emergency, have an easement to access all Lots for the purpose of monitoring and maintaining onsite sewage systems installed thereon, together with any components. No permanent improvements shall be constructed within areas on Lots designated for individual onsite sewage systems.

5.3.2 INSPECTION OF ONSITE SEWAGE SYSTEMS. Nitrate treatment devices registered by the Washington State Department of Health are incorporated for each Lot's on-site sewage system design in order to protect adjacent critical areas. The Association shall be responsible for hiring a single certified monitoring specialist to inspect all on-site sewage systems within the Plat annually and shall submit such operation and maintenance reports for said systems to the Association for further submittal to Thurston County, if required. Costs of monitoring and associated Thurston County review fees for operation and maintenance of on-site sewage systems within the Plat shall be a common expense of the Association.

5.3.3 MAINTENANCE OF ON-SITE SEPTIC SYSTEMS. Members shall be responsible for performing all necessary maintenance of the on-site sewage systems to maintain such systems in good working order. Members shall also be responsible for operating and using on-site sewage systems consistent with manufacturer recommendations and within design capacity. If the on-site sewage system monitoring for a Lot identifies a need for required maintenance or repair, the Association will provide the Member with a written Notice of Correction, including a copy of the monitoring report identifying the specified maintenance or repair required. The Member shall have ninety (90) days from the date of issuance the Notice of Correction to complete the repairs, unless an earlier date is specified on the Notice of Correction. The Association shall cause the on-site septic system to be re-inspected at the end of the ninety (90)-day correction period, with the cost of such re-inspection billed to the Member. If, upon re-inspection, the on-site sewage system is found not to have been maintained or required as directed in the Notice of Correction, then the Association shall have the right and authority to complete said work, with the cost billed to the Member. If such expense is billed to the Member and the Member fails to timely pay, the expense shall become a lien upon the Lot of said Member, and shall be subject to foreclosure in the same manner as a debt for dues owing as herein provided.

5.4 WATER SYSTEMS

5.4.1 EASEMENT. The Water Company, its employees, agents and directors will have access at all times to pump houses, storage facilities, water mains, and any other component of the water systems. No permanent improvements shall be constructed within any utility easement. Use of any property subject to a utility easement shall be subject to approval from the Water Company and the Association. The Water Company may give permission to Lot Owners to use the easement areas if the Water Company determines that Washington State guidelines for public water systems are met and water quality and service access are not adversely affected.

5.4.2 PURCHASE OF WATER. All Members within the Plat shall purchase water from the Water Company or its assigns. No individual water supply systems, including, but not limited to, individual wells and pumps shall be permitted on any Lot. Members will not accept water service from any other source.

5.4.3 AVAILABILITY OF WATER. All lots serviced by the Water

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Company or its assigns shall share equally in the available water supply to be used for domestic purposes only. The Water Company does not guarantee the supply of water due to unforeseen circumstances. Water use may be limited during times of drought and power outages.

5.4.4 METERING OF WATER. The source of each system is metered. These meters shall be read monthly by the Water Company or its assigns or at such a frequency to insure compliance with State, County, and municipal regulations. A log of said meter readings shall be maintained at the sources. Metering records of the sources shall be available to competent public jurisdictions at all times.

5.4.5 RESTRICTIONS ON USE. Declarant encourages water conservation through prudent off peak use, flow restricting shower heads, faucets, low flow toilets, etc., and metered rates with a tiered rate structure for higher water use.

5.5 CRITICAL AREAS

5.5.1 HABITAT MANAGEMENT PLAN. Due to the existence of a great blue heron rookery, osprey nesting, and bald eagle nesting in the vicinity of the Plat, the Association, and all present or future Members are bound to comply with the requirements of the final Habitat Management Plan attached herein as **Exhibit B**, to mitigate any potential impacts on these species.

5.5.2 BALD EAGLE SITE MANAGEMENT PLAN. Mitigation measures related to the bald eagles in the vicinity have been developed in consultation with the State of Washington Department of Fish and Wildlife to meet the requirements of the Bald Eagle Protection Action (RCW 77.12.655) and the Bald Eagle Protection Rules (WAC 232-12-292). The Association, and all present or future Members are bound to comply with the requirements of the Bald Eagle Site Management Plan attached as Appendix A to the Habitat Management Plan contained in **Exhibit B**.

5.5.3 MAINTENANCE OF CRITICAL AREA BUFFERS. Maintenance of critical area buffers shall be the sole responsibility of the Declarant consistent with Thurston County's approved Wetland Buffer Enhancement plan for the final Plat. The Declarant, its employees, agents, and assigns shall have an easement and right of way over and across individual Lots and common areas as may be necessary to access critical area buffers noted on the plat for maintenance and monitoring for the duration of the Wetland Buffer Enhancement plan.

5.5.4 SIGNAGE FOR CRITICAL AREAS. The Association shall be responsible for maintaining posted Critical Area signage, as specified in Thurston County Code, which will be installed by the Declarant.

6. MAINTENANCE AND USE

6.1 BUSINESSES AND COMMERCIAL USE. No Lot shall be used for other than detached single-family dwellings and limited in-house business use. No trade, business, professional, commercial or manufacturing enterprises or activities of any kind shall be conducted or carried out upon any Lot or within any building located on a Lot in such a way as to be detrimental or obnoxious to the Community as a whole; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored outside any building on any Lot in such a way as to be visible from the street or adjoining Lots. There shall be no commercial raising or boarding of animals, livestock or fowl. The intent of this condition is to prevent unsightly, noisome, or otherwise obnoxious activities from affecting the Community as a whole, or any one Lot putting undue burden on the private road or water systems serving the Lots covered by these conditions. After a twenty (20) day written notice is delivered or mailed by certified delivery to the Member alleged to be in violation of this restriction advising of the perceived violation and inviting the Member to respond in writing and appear before the Board of Directors on a date specified that is not earlier than twenty (20) days from the date the notice is served, the issue will be submitted to the members by the Board of Directors of the Association for a vote. A Majority vote by the members of the Board of Directors shall be a conclusive determination of whether any commercial or business use of any Lot violates this provision. Any Member or resident found to be in violation of this provision shall immediately cease all such business or commercial uses found to be in violation, upon written demand by the President of the Association.

6.2 MAINTENANCE OF STRUCTURES, LANDSCAPING AND DRIVEWAYS. All structures upon a Lot shall at all times be maintained in good condition and repair by the Member and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be neatly maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Driveways shall be properly maintained to ensure that each Lot will be safely accessible by emergency vehicles.

6.3 PETS. The total number of animals kept on any Lot shall not be more than four (4) domestic house pets and (5) chickens or ducks at any given time. The Association shall have authority to approve the keeping of animals other than domestic house pets, chickens, or ducks as specified below.

6.3.1 CHICKENS or DUCKS. Members may keep no more than five (5) female chickens or ducks which must be contained in an enclosure or structure. Structures or enclosures for such chickens or ducks must not be visible from street and must be located no less than 5 feet away from side/rear property lines. Any enclosure must match design, quality, color and other requirements as specified in Section 7 below and any such structure is subject to Architectural Committee approval.

6.3.2 DOGS, CATS AND OTHER DOMESTIC HOUSE PETS. Each Member shall be allowed up to a total of four (4) domestic animals/pets. No dog shall be kept on any residential Lot at any time that has ever inflicted bites on a human either on public or private property, or chases or approaches a person upon the streets, sidewalks or on public or private grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise threaten the safety of humans or domestic animals. Any dog that shows or has shown such tendencies on any occasion shall be removed from the subject Property in an immediate fashion. Pets must be on a leash and in the Member's control at all times and shall be confined within a dwelling or structure. Members must pick up after pets and properly dispose of waste in proper waste receptacles. The Association shall provide pet waste bags at certain points on interior roadways, but disposal of the waste is the responsibility of the Members. No animal of any kind shall be kept for commercial breeding purposes.

6.4 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be unsightly, a detriment to the neighborhood or become a fire hazard.

6.5 NUISANCES; NOXIOUS OR OFFENSIVE ACTIVITIES. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained. The use of illegal fireworks and the use of "go-carts," "pocket bikes," motorized scooters, or similar vehicles, or other loud vehicles in the streets, or the use of a properly licensed motorcycle, motorbike or motor scooter for other than transportation to and from the Lot are deemed a nuisance and are prohibited. The discharge of fire arms for hunting purposes or target practice shall be prohibited. Any Member may complain in writing to the Board of Directors regarding a particular activity of another Member that is perceived to be a noxious or offensive activity. The Board of Directors shall cause a copy of such complaint and a written notice advising of the date, time and place at which such complaint will be considered, to be served upon or mailed by certified delivery to the Member alleged to be conducting the noxious or offensive activity. On the date of consideration of the complaint, the Board of Directors may receive evidence from the complainant and the Member regarding the allegedly noxious or offensive conduct. A determination by the Board of Directors by a fifty-one percent (51%) vote of the directors that a thing or activity is annoying, offensive, or a nuisance shall be conclusive. If such determination is made, the offending Member shall be issued a written notice to cease and desist the noxious or offensive activity. Thereafter, either the Association or the Member(s) affected by the noxious or offensive activity may seek injunctive relief from a court of competent jurisdiction to prevent such noxious or offensive activity.

6.6 TEMPORARY TRAILERS AND RESIDENCES

6.6.1 TEMPORARY TRAILERS. Notwithstanding anything herein to the contrary, during the development period the Declarant may permit trailers (“temporary trailers”) to be placed upon Member’s Lots to facilitate the sale of the Lots and the construction of residences (and residence-associated improvements) upon the Lots. All such temporary trailers shall be placed only upon either (1) a Lot being sold by the Lot’s Owner, or (2) the Lot upon which a residence is being constructed by the Lot’s Owner. No such temporary trailers shall be placed, without Declarant’s permission, on any other Lot within the Plat or the adjacent rights-of-way. The Declarant specifically, in the Declarant’s sole discretion, may (i) completely deny a Member permission to place a temporary trailer on the Member’s Lot, (ii) require any temporary trailer placed upon the Lot to be placed in such a location as to minimize view from public rights-of-way from residences on other Lots, or (iii) impose landscaping requirements which in the Declarant’s sole discretion, may be required to improve the appearance of the temporary trailer on the Lot.

6.6.2 TEMPORARY RESIDENCES. No vehicle, mobile home, trailer, camper, basement, tent, shack, garage, barn, or structure of a temporary character or any other outbuilding shall be used on any Lot at any time as a permanent residence. Recreational vehicles such as motor homes and campers and trailers, when used for overnight accommodations, are permitted on a temporary basis for periods not to exceed ten (10) days per individual vehicle. Such temporary residential use of the recreational vehicles described above shall not exceed sixty (60) days total per individual vehicle and per Lot in any one (1) year period, with the more restrictive limitation prevailing. No vehicle parked in public rights-of-way may be used temporarily or permanently for residential purposes. It is the intention and purpose of this Declaration to assure that the recreational vehicles described above do not become permanent fixtures or residences on individual Lots.

6.7 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

6.8 SIGNS

6.8.1 COMMERCIAL SIGNS. No sign advertisement or notice of any type or nature shall be erected or displayed on any Lot unless specifically permitted by the Design and Architectural Restrictions in Section 7 of this Declaration.

6.8.2 POLITICAL SIGNS

(a) Location. In compliance with RCW 64.48.034, political campaign signs advertising a candidate or candidates for public elective office, or a political party, or a temporary sign urging a particular vote on a public issue decided by ballot may be erected or displayed in the window of a residence on any Lot, excluding the right-of-way, prior to any primary or general election. Political signs may not be placed on any Lot without

the consent of the Member who owns such Lot. No signs may be placed in Common Areas.

(b) Size, Number, and Condition. Members or residents may display no more than 2 political signs per Lot, and no political sign shall exceed the maximum dimension of thirty-six (36) by forty-eight (48) inches or a maximum height of four feet. Political signs must be replaced if they become visibly worn. Political signs may not be illuminated.

(c) Removal. All political signs shall be removed within seven (7) days after that election. For a successful candidate in a primary election, the sign may remain until the general election but shall be removed within seven (7) days after that election. No political signs of any nature shall be permanently affixed to an individual Lot or Common Area.

6.8.3 OTHER SIGNS. Entrance signage shall not be limited to a single signpost. All signage other than political signs described above shall be subject to the approval of the Association. Nothing herein shall be deemed to prohibit reasonable and tasteful house numbers for addresses, or occupant's names on mailboxes.

6.9 FLAGS

6.9.1 AMERICAN FLAGS. In compliance with RCW 64.38.033, outdoor display of the flag of the United States by a Member or resident is permitted if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. § 1, et seq., as amended. The American Flag may be attached via mast to the front of the residence or flown on a flagpole. If a flagpole is used, the location and size of the flagpole is subject to review and approval of the Association.

6.9.2 SERVICE FLAGS. Service flags bearing a star denoting the service of a resident or a member of the resident's immediate family in the active or reserve military service of the United States during a time of war or armed conflict may be displayed in the same manner prescribed for American Flags above.

6.9.3 OTHER FLAGS. All flags other than American Flags, Service Flags, and decorative or team flags shall be subject to the approval of the Association.

6.10 FUEL OR STORAGE TANKS. Propane tanks up to a maximum of one hundred twenty-five (125) gallons may be stored above ground, provided that the tank is located adjacent to the house and is properly screened from the roadway. All other fuel tanks and any propane tanks larger than one hundred twenty-five (125) gallons shall be installed and maintained underground.

6.11 DIVISION OF LOTS. No Lot or portion of a Lot in this Plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion

of this Plat shall be less than the area required for the use district in which it is located; provided, the foregoing shall not prohibit deeds of corrections, deeds to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be subdivided only into the Lots originally joined.

7. DESIGN AND ARCHITECTURAL RESTRICTIONS

7.1 DECLARATION OF INTENT. It is the Declarant's intent that the residences constructed within the Plat shall be attractive, complementary in style, size and appearance, and of good quality.

7.2 ARCHITECTURAL COMMITTEE. All buildings and structures (including without limitations, concrete or masonry walls, rockeries, fences, swimming pools, if any, or other structures) to be constructed within the Property, and all exterior alterations and repairs (including, but not limited to, reroofing or repainting) of any buildings or structures on the Property and visible from any street, or other Lot must be approved by the Architectural Committee. Complete plans and specifications of all such proposed buildings, structures, and exterior alterations and repairs together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the Architectural Committee shall be submitted before construction, alteration or repair is started. Construction, alteration or repair shall not be started until written approval is provided by the Architectural Committee.

7.2.1 The Architectural Committee shall be composed of three (3) or more Members designated from time to time in writing by the Board; provided that so long as Declarant owns any Lots within the Plat, Declarant at its option may exercise all of the rights and powers of the Architectural Committee.

7.2.2 The Architectural Committee shall meet at such times and at such places as it may deem necessary to review and enforce the design and architectural plans submitted by any Member and to enforce the provisions of design and architectural restrictions in this Section.

7.2.3 The submission of any plans by a Member shall be accompanied by an established review fee of Two Hundred-Fifty Dollars (\$250.00). The review fee may be reviewed and adjusted by the Board of Directors of the Association. Failure to pay the review fee shall be sufficient basis to deny approval of any plans submitted by the Member. The submission must contain a complete list and description of all materials that will be used, together with a scaled site plan and scaled building plans with elevation, floor plan, and cross-section, to be deemed a complete submission for purposes of architectural review.

7.2.4 The Architectural Committee shall be empowered to expend such funds from the treasury of the Association as may be allocated by the Board of Directors of the

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Association to engage such professionals as may be necessary to properly assess and consider any issue that comes before it for review. Any expense associated with such review that exceeds the amount of the review fee may be charged to the Member requesting review.

7.2.5 The Architectural Committee shall have authority to investigate and prosecute any violation of the design and architectural restrictions applicable to any Lot, and may engage such professionals as may be necessary to properly assess and consider any perceived violation. The Member who owns the Lot on which such alleged violation exists or is planned shall be provided with written notice of the alleged violation if the Architectural Committee determines that there is probable cause to believe that a violation exists or will exist if the Member's plans are carried out. The Member shall be allowed not less than ten (10) days within which to provide written response to the Architectural Committee either admitting the violation or providing explanation or evidence showing that no violation in fact exists or will exist. If the Member admits that a violation exists, or after a fair hearing on the subject the Architectural Committee determines that a violation exists, the Architectural Committee may order such remedial action as it deems reasonable and appropriate to correct the violation.

7.2.6 Any Member found by the Architectural Committee to be in violation of the design and architectural restrictions shall be liable to the Association for any professional fees and costs incurred by the Architectural Committee in its investigation of the alleged violation, and its conduct of hearings on the alleged violation. If such expense is billed to the Member and the Member fails to timely pay, the expense shall become a lien upon the Lot of said Member, and shall be subject to foreclosure in the same manner as a debt for dues owing as herein provided.

7.2.7 Any hearing conducted by the Architectural Committee to determine the existence of a violation shall be under the direction of the Chairperson of the Architectural Committee and shall be an informal hearing. No rules of evidence shall apply except that the Chairperson shall determine if any information objected to be reasonably reliable before it is submitted to the Architectural Committee for consideration. Written notice of the date, time, and place of the hearing shall be given to the Member not later than fifteen (15) days prior to the hearing. Said written notice shall also be posted on the subject Property at a location where other Members may learn of the hearing date, time and place. At the discretion of the Chairperson, written notice may be sent to all Members. The hearing to be conducted by the Architectural Committee shall be open only to the members of the Architectural Committee, members of the Association, counsel for the Architectural Committee, the Lot Owner, and the witnesses that will appear at the hearing. A person designated by the Chairperson of the Architectural Committee shall record minutes of the hearing and any decision of the Architectural Committee shall be made in writing.

7.2.8 A copy of the written decision of the Architectural Committee shall be personally delivered to the Member, or mailed by certified delivery to the Member at the address shown on the records of the Association, within ten (10) days after the decision is

signed by the Chairperson of the Architectural Committee. The minutes of the hearing shall be reviewed and approved by the members of the Architectural Committee before the written decision is signed. The original copy of the minutes and the decision of the Architectural Committee shall be delivered to the Secretary of the Association for recording in the records of the Association.

7.2.9 Any Member aggrieved by the decision of the Architectural Committee may appeal the decision to the Board of Directors of the Association. Any such appeal must be made by delivery of a written notice of appeal to the Secretary of the Association not later than twenty (20) days after the written decision in writing of the Architectural Committee was either personally delivered to the Member, or twenty-three (23) days after the written decision was mailed by certified delivery to the Member at the Member's address as shown on the records of the Assessor of Thurston County, Washington.

7.2.10 The Architectural Committee may request that the Board of Directors seek a declaratory judgment regarding the interpretation of or the right to enforce any design and architectural restriction prior to commencing any attempt to enforce the restriction. If the Board of Directors grants the request, the Board may engage counsel to prosecute such action and all expenses related to such proceedings shall be paid from the treasury of the Association.

7.3 DESIGN STYLE. All structures that are constructed within the Plat, including storage buildings, equipment sheds, and similar structures, shall comply with the following design restrictions:

7.3.1 CONSTRUCTION MATERIALS AND EXTERIOR FINISHES. The exterior of each residence shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping of the Plat. All exterior materials and all exterior colors must be approved by the Architectural Committee in accordance with the provisions of this Declaration. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of the garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. All structures shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking, and similar items. The Architectural Committee will determine whether a used material is a "décor" item. The Member shall submit to the Architectural Committee samples of all "décor" items it intends to utilize. In making its determination, the Committee will consider whether the material will be harmonized with the aesthetic character of the Plat and whether the material will add to the attractive development of the subdivision. The determination of the Architectural Committee regarding whether a used material is a "décor" item shall be final with no right of appeal.

7.3.2 ROOFS AND SIDING. All roofs will be covered with thirty (30)-year architectural asphalt composition, or similar material, unless otherwise approved by the Architectural Committee. All front siding will be brick, stone, horizontal lap-type siding,

resawn wood, Hardi Board, shingle or similar material. Lap siding will be used on all sides. Vinyl siding and T-111 siding shall not be permitted. Presence of stone or brick must be included on front face of home in some manner. All sidings will be finished in a color subject to the approval of the Architectural Committee.

7.3.3 MINIMUM SQUARE FOOTAGE. All residences shall contain not less than two-thousand (2,000) square feet of living space. In computing the total square footage of a residence, only living areas shall be considered. The basement, garages, patios, balconies, porches, decks, and similar outdoor spaces shall not be included.

7.3.4 SIZE AND PLACEMENT. The size of a home to be constructed on any Lot by other than the Declarant shall be subject to the prior review and approval by the Architectural Committee. It is the express intent of this Section 7 to reserve to the Architectural Committee the right and responsibility to evaluate all aspects of a proposal for a residence on a Lot, including the size, elevation, architectural style, landscaping, relative location within the Plat, and other factors to determine its acceptability and compliance with the intent of these covenants.

7.4 MAXIMUM HEIGHT ABOVE MEAN ELEVATION OF LOT. No Residence shall be constructed which exceeds the allowable height set forth in any zoning code applicable to the Plat.

7.5 SETBACK REQUIREMENTS. No structures shall be located within twenty (20) feet of the front road easement line or nearer to the front or side street Lot line than the minimum dwelling setback lines required by relevant public zoning ordinances. For the purpose of this Section, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided however, that this shall not be deemed to permit any portion of a dwelling on a Lot to encroach upon any setbacks required by local codes, or to encroach upon another Lot or upon any easements shown on the face of the Plat or as otherwise recorded, or upon any Common Areas or Common Maintenance Areas. In no event shall any structures violate any provisions of any applicable building or zoning ordinance, or any specific setbacks as set forth on the recorded Plat map, or any setbacks imposed through the establishment of easements for utilities or access.

7.6 LANDSCAPE REQUIREMENTS. The entire front yard, including up to the edge of the road in the adjacent right-of-way fronting any Lot shall be landscaped, with the exception of any drainage features, which shall not be altered by the Member. Required landscaping shall include the installation, by the Member, of no fewer than three (3) trees no less than two inches (2") caliper in diameter along the street frontage. Members must maintain but not alter, the gravel strip drainage feature along the road fronting any Lot. Neither sod nor grass shall be permitted in the gravel strip area adjoining the pavement. The front landscaping shall be installed prior to occupancy. All rear landscaping shall be installed and completed within six (6) months of occupancy. If inclement weather conditions prevent the timely installation of said landscaping improvements, the Member must make application

to the Architectural Committee for an extension of time until weather conditions sufficiently improve. "Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections. For corner Lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped. Landscaping shall not interfere with the function and purpose of drainage swales adjacent to streets and/or rights-of-way.

7.7 TREE SIZE RESTRICTIONS. Trees installed on any Lot shall be of such species that the growth of the tree over twenty (20) years will not result in encroachment onto any adjoining Lot by limbs or roots, nor obstruct the view of vehicles using any roadway.

7.8 PEST MANAGEMENT. Members shall comply with the terms, conditions, restrictions and obligations set forth in the approved Integrated Pest Management Plan ("IPMP") for the Plat, a copy of which is attached as **Exhibit C**.

7.9 DRIVEWAY AND SIDEWALK MATERIALS. All driveways shall be concrete, unless previously otherwise approved by the Architectural Committee.

7.10 FENCES. Except as otherwise allowed in this Section, fences, walls or hedge rows are only permitted on side and rear property lines. No such fences, walls or hedge rows shall be allowed on any side or rear property line closer to the street right-of-way line than the adjacent residential structure, unless previously approved by the Architectural Committee, excepting however, that "picket" or "split-rail" type fencing of a design and color approved by the Architectural Committee, having a maximum height of four feet (4') may be placed on any front property line (easement line), or side property line up to the front easement line. Other fences, walls and hedge rows are not permitted on front property lines except as may be otherwise approved by the Architectural Committee. For corner Lots, either "picket" or "split-rail" type fencing up to a maximum height of four feet (4') or six foot (6')-solid cedar or powder coated aluminum (picket fencing only) fencing of a type and quality approved by the Architectural Committee shall be permitted on side street frontage. All other approved fences installed on any Lot shall be either six foot (6')-solid cedar fencing or six foot (6')-powder coated aluminum fencing (picket fencing only) of a type and quality approved by the Architectural Committee (except the "picket" or "split-rail" fencing as described herein). No barbed wire, chain-link, or corrugated fiberglass fences shall be erected on any Lot, provided however that the Architectural Committee upon individual request may approve chain-link fencing for a sports facility enclosure. The Architectural Committee must approve all fences prior to installation.

7.11 STORAGE OF BOATS, TRAILERS, CAMPERS, RECREATIONAL VEHICLES, SNOWMOBILES, and ALL-TERRAIN VEHICLES. No boat, boat trailer, camper, trailer, recreational vehicle, mobile home, travel trailer, all-terrain vehicle, snowmobile, or similar vehicle or vessel, either with or without wheels, shall be kept or stored on any Lot unless the Member provides adequate storage for the same. To be considered

adequate, storage (1) must not be closer to the street right-of-way line than either the residence on the Lot or any adjacent residential structure, and (2) must be screened from view of the right-of-way using fencing consistent with the provisions of this Section or stored within a permanent structure approved by the Architectural Committee. No vehicle or vessel parked in public rights-of-way may be used temporarily or permanently for residential purposes.

7.12 RECREATIONAL STRUCTURES. No dog house, playhouse, swimming pool, tennis court or structure of similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Architectural Committee.

7.13 SATELLITE RECEIVERS. No radio or television antennas shall be permitted. No radio, television, short-wave citizen band, ham or any other transmitting or receiving device may be mounted in trees or towers of any height. Small satellite dishes shall be located in back yards concealed from the front view of the Lot.

7.14 SHOPS, GARAGES, ANCILLARY STRUCTURES. Each Residence shall incorporate a minimum two (2)-car garage designed and constructed as an integral part of said Residence. The Architectural Committee may approve an additional detached garage or shop.

7.15 VARIANCES. Any Member who proposes to construct, maintain, use, remodel or reconstruct any structure or appurtenance on a Lot in a manner that is not in strict compliance with any of the foregoing Covenants or standards appearing therein shall refrain from doing so until and unless a variance, authorizing such non-compliance, is obtained in the following manner. The applicant for a variance shall furnish a written application therefore, reciting in detail the proposed non-complying activity or structure, and accompanied by such plans and specifications as are useful in describing the same to the Architectural Committee. A filing fee in an amount determined by the Architectural Committee to be sufficient to assure full and competent review of the request, which fee shall not be less than two hundred fifty and 00/100 dollars (\$250.00), shall accompany the application. Within thirty (30) days of receipt of a variance application and related filing fee the Architectural Committee shall retain the services of one or more persons competent to impartially evaluate the request in light of the purposes intended and served by these Covenants, for whose services compensation shall be paid by use of the filing fee. The person(s) so selected shall render a final, binding and conclusive decision on the grant or denial of the variance application within a reasonable time following appointment. In reaching a decision to deny or grant a variance application, the appointee(s) shall consider the information supplied by the applicant; the provisions of this instrument; the extent to which granting a variance might establish a precedent with implications either adverse or salutary in fulfilling the purposes of this instrument; and, to the extent the decision may affect the interests of the applicant's neighbors, their opinions and wishes.

8. EASEMENTS AND COMMON AREAS

8.1 ASSOCIATION EASEMENTS. The Association and its duly appointed

agents shall have an easement for access onto each Lot during reasonable hours as may be necessary for the following purposes:

- (a) Maintenance, repair, replacement, or improvement of any Common Area, utility, or drainage facility accessible from that Lot.
- (b) Maintenance and monitoring of individual onsite sewage systems.
- (c) Emergency repairs to prevent damage to Common Areas or to other Lots, or to improvements thereon.
- (d) Maintenance, repair, or restoration work which the Member is required to perform but has failed or refused to do.
- (e) Any purpose necessary or appropriate to carrying out the duties of the Association.

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Member affected thereby.

8.2 DECLARANT'S EASEMENTS. The Declarant shall have an easement across all Common Areas for ingress, egress, storage, and placement of equipment and materials, and other actions related to the development or maintenance of the Plat. Declarant shall also have an easement across all Lots for ingress, egress, storage, and placement of equipment and materials, and other actions related to the maintenance of Critical Area Buffers. This easement shall automatically expire upon the conveyance of the last Lot by Declarant.

8.3 MEMBER'S EASEMENTS. Each Member shall have a right and a non-exclusive easement of enjoyment in and to the Common Areas, and for ingress and egress over and across Plat roads, subject to the following provisions:

8.3.1 The right of the Association to adopt reasonable rules governing the use of the Common Areas, roads, and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for violation of those rules.

8.3.2 The right, if any, of the Association to dedicate or transfer by deed or easement all or any part of the Community roads to a public agency, authority, or utility. No such transfer shall be effective without the affirmative Super Majority vote of the Association members,

A Member may delegate the Member's right of enjoyment to the Common Areas to the members of the Member's family, or the Member's guests or tenants, subject to the limitations set forth above.

9. MORTGAGEES' PROTECTION

9.1 SUBORDINATION OF LIEN. Any lien allowed or provided by this Declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not to a real estate contract where the vendor under the contract is the Lot Owner who incurred the lien) where the lender under such first mortgage or deed of trust is a bank, savings and loan, Federal Mortgage Agency, or other institutional lender. If required by such institutional lender, the holder of a lien provided for herein, whether the holder is the Declarant, the Association, a Lot Owner, or otherwise, will execute a standard form subordination agreement to effect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any Lot where the Lot Owner, subject to an existing lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchaser of the lien Lot subject to a lien. Except as provided above, no lien allowed or provided by this Declaration shall be affected by a sale, transfer or refinance of the lien Lot or Lots subject to a lien, nor by foreclosure or forfeiture of any security interest in the Lot or Lots subject to a lien.

9.2 ENTITLEMENT TO NOTICE. Upon written request, each first mortgagee (as well as each Member) shall be entitled to timely written notice of:

9.2.1 Any significant damage or destruction to the Common Areas.

9.2.2 Any condemnation or eminent domain proceeding affecting the Common Areas.

9.2.3 Any default by a Member under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a cause of action against such Member, and where the default has not been cured in thirty (30) days. Only the holder of the first mortgage of such defaulting Member shall be entitled to notice under this clause.

9.3 Any delinquency in taxes or other charges assessed against the Common Areas.

10. TRANSITION PERIOD

10.1 TRANSITION DATE. The Transition Date shall be sixty (60) days after Declarant has transferred title to seventy-five percent (75%) of the Lots in the Plat to Members. The Transition Date shall be the date control of the Plat passes from the Declarant to the Transitional Board of Directors, as provided for in the Articles of Incorporation. After completion of the transfer of title to one hundred percent (100%) of the Lots in the Plat to Members, control of the Plat shall pass from the Transitional Board of Directors to the Association.

10.2 MANAGEMENT BY DECLARANT. Until the Transition Date, Declarant shall have the full power and authority to exercise all the rights, duties and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of Bylaws and rules and regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending all assessments and other Association funds.

10.2.1 Budget Prior to Transition Date. Prior to Transition Date, the Declarant shall produce and publish an annual financial report that meets all requirements contained in Section 4.5.2. This report shall be published within one (1) year following transfer of the first Lot and shall be published annually thereafter until the Transition Date.

10.2.2 Voting Prior to Transition Date. Prior to the Transition Date, each Member owned Lot shall be vested with one (1) vote, as provided for in Section 4.4 herein, and each Declarant owned Lot shall be vested with three (3) votes.

10.3 MANAGEMENT BY TRANSITIONAL BOARD OF DIRECTORS. After the Transition Date and until completion of transfer of title to one hundred percent (100%) of the Lots in the Plat to Members, the Transitional Board of Directors shall have the full power and authority to exercise all the rights, duties and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of Bylaws and rules and regulations, contracting for the purchase of goods and services, buying insurance, and collecting and expending all assessments and other Association funds.

10.3.1 Transitional Budget. After the Transition Date, the Transitional Board of Directors shall adopt a regular budget subject to rejection by the Owners and all other requirements in Section 4.5.

10.3.2 Annual Meetings. The first annual meeting of the Association shall occur within one calendar year of the Transition Date.

IN WITNESS WHEREOF, the undersigned is the Owner of the Property described herein subject to these covenants, easements, conditions, and restrictions.

DATED this 30th day of JUNE, 2015.

DECLARANT:
DRP HOLDINGS, LLC,
a Nevada limited liability company

By: 
Todd A. Hansen
Its: Manager

STATE OF WASHINGTON)
 : ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **TODD A. HANSEN** is the person who appeared before me, said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager of **DRP HOLDINGS, LLC**, a Nevada limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30th day of June, 2015.



Larissan Stewart
Printed Name: Larissa W. Stewart
Notary Public in and for the State of
Washington, residing at Olympia, WA
Appointment Expires: 11-09-17

EXHIBIT A

**STORMWATER MAINTENANCE AGREEMENT
AND
MAINTENANCE SCHEDULE**