

**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF COUNTRYWOOD PARK ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by Countrywood Estates LLC, a Washington Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property commonly known as the plat of Countrywood Estates in the unincorporated, County of Thurston, State of Washington, which is more particularly described as:

PARCEL A:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.

EXCEPTING THEREFROM THE EAST 100 FEET.

PARCEL B:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, "" RANGE 1 WEST, W.M.

EXCEPTING THEREFROM THE EAST 100 FEET.

PARCEL C:

THAT PORTION OF TRACT 5, CHAMBERS PLAT NO. 2 AS RECORDED IN VOLUME 9 OF PLATS, PAGE 9, LYING WESTERLY OF WEYERHAEUSER RAILROAD RIGHT OF WAY.

EXCEPTING THEREFROM A ONE ACRE TRACT RETAINED BY THURSTON COUNTY IN DEED RECORDED APRIL 21, 1987 UNDER AUDITOR'S FILE NO. 8704210123;

ALSO EXCEPT THE SOUTH 10 FEET FOR ADDITIONAL RIGHT OF WAY FOR FIR TREE ROAD.

IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

Subject to all easements, conditions, reservations and restriction of record, if any.

NOW THEREFORE, Declarant hereby declares that all of the properties described above, with the exception of Lot 113, the Resource parcel, 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 to each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Countrywood 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 herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall include all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners, but shall exclude any and all components of the water systems located thereon, including wells, well casings, pump houses, pumps and lines, and shall be subject to easements of record. The Common Areas to be owned and maintained by the Association at the time of the conveyance of the first Lot are described as Storm Drainage/Open Space Tracts "B", "D", "E", "F" and "G". Tracts "A" and "C" shall be owned by the Association and are described as future roadway connections to adjacent properties. Tract "H" and "I" are privately owned by Countrywood Estates LLC and shall be deed to the adjacent property owners to satisfy encroachments. All tracts are as shown on the plat of Countrywood Estates, as recorded under Thurston County Auditor's file number

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

Section 6. "Declarant" shall mean and refer to Countrywood Estates LLC, its successors and assigns if such successors or assigns should acquire one (1) or more undeveloped Lots 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 Areas 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 Areas;

(b) the right of the Association to suspend the voting rights and right to use of the Common Areas 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 Areas 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.

(d) the right of the Association to restrict or limit access to that part of the Common Area designated and constructed for storm water management.

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

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!. 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. The Class B members) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, — whichever occurs last:

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

(B) January 1,2005.

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Propenies for the improvement and maintenance of the Common Areas. (See the Maintenance and Operation Manual attached as an addendum to this Declaration).

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 (5) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5 percent 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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under 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 60 percent 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 proceeding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due 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. 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.

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

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

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee Approval. No building, fence, wall, landscaping or structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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 section of this Declaration. By purchasing a Lot in Countrywood 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 unless agreed upon by the Board of Directors. No Residence or accessory buildings shall be constructed which exceed the allowable height set forth in the Thurston County Zoning Code for this zone. Each Residence must have a private enclosed car 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 one thousand nine hundred (1,900) square feet. Multi-story residences (residence consisting of a basement and two stories or residences consisting of two stories) shall contain at least two thousand one hundred (2,100) square feet and with a main floor of no less than one thousand two hundred (1,200) square feet. In computing the total square footage of a residence, the basement shall not be included, nor shall garages or enclosed decks be included. Prior to any construction beginning on the properties all design plans shall be submitted to the ~" architectural control committee as provided for in Article V Section 1.

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 any vehicle, recreational vehicle, boat, trailer of any kind, truck, or automobile be parked in the public right-of-way for a period of time exceeding twenty-four (24) hours. All operable recreational vehicles, boats, trailers of any kind located on any part of the Properties shall be enclosed behind a six (6) foot fence built to the specifications as approved by the architectural control committee.

Section 3. Fencing. Fencing of the lots is not required. However, if a fence is constructed all fences shall be built to the specifications as approved by the architectural control committee. No fence higher than three (3) feet shall extend closer to the front lot line than the front wall (facade) of the primary residence. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any lot, with the exception of the storm water tracts as required by Thurston County code. Any fences not meeting the standards herein shall be promptly removed by the owner at the request of the Committee.

Section 4. No mobile or manufactured homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, bam, 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 operations, 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 Setbacks. No structures shall be located within thirty (30) feet of the front line or nearer to the side street line than the minimum dwelling setback lines required by relevant public zoning ordinance. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Areas. In no event shall any structures violate any provisions of any county 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.

Section 7. Signs. No signs, billboards, or other advertising structures or device 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. The Declarant, or his authorized agent, may install one construction sign per street frontage to a maximum of thirty-two (32) square feet to advertise lots for sale. Political yard signs, not more than ten (10) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. Within seven (7) days after the date of the election to which the sign refers, such signs must be removed from Lots.

Section 8. 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. Efforts shall be made by the person accompanying the animal to exercise "scooping" of animal waste.

Section 9. Driveways and Post Lights. All driveways and walkways shall be paved with exposed aggregate concrete, broom finish concrete, or asphalt unless otherwise approved by the Committee. Each driveway shall have at a minimum one (1) post light within ten (10) feet of the driveway and ten (10) feet from the front property line. Post light specifications and installation shall be approved prior to installation by the Architectural Committee. *''''

Section 10. Delegation of Use and Responsibilities. Any Owner may delegate, to members of his family or his tenants, in accordance with the By-Laws of Countrywood 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. Landscaping Requirements. Each Lot owner/builder shall prior to landscaping the lot submit a landscaping plan showing the minimum requirements as outlined below and in Article V. At the time of Final Certificate of Occupancy or at occupancy of the home, which ever is first, the Owner/Builder shall be required to landscape, at a minimum, the front yard of the Lot from the front of the home up to the asphalt of the street. Typical landscaping shall include grass areas of at least 50% of the landscaped area. Bark or other suitable ground cover along with plants shall be incorporated in the other 50 % of landscaped area. Lot landscaping shall include all adjacent public rights-of-way out to the edge of the asphalt in the public street which includes the swale. Any damage to swale shall be corrected prior to occupancy of home. Each Lot Owner shall be responsible for installing and maintaining the landscaping within this adjacent right-of-way. Rear yard landscaping must be completed within sixty (60) days of the closing date of the home, unless an extension is request in writing and granted by the Architectural Control Committee.

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 or similar items. The Architectural Committee will determine whether a used material is a "decor" item. — All roofs are to be architectural-grade dimensional composition shingles at a minimum 240 lb. per square, tile roofing or wood shake. Plywood siding or any exterior wood panels similar to 4' x 8' plywood or grooved "T1-11" type shall not be used as an exterior finish material.. Acceptable siding on the front, sides and back include horizontal lap siding in cedar, "Hardie board", or other composite type lap siding. Use of wood or composite scallops, shakes, or board and batt type accent elements shall be permitted on gables or as approved by the Architectural Committee. 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 Countrywood 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 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. The 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. Rear yard landscaping must be completed according to the Typical Lot Landscape Plan within sixty (60) days of the closing date of the home, unless an extension is request in writing and granted by the Architectural Control Committee.

Section 15. Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour's 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.

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 buildings of any kind shall be underground.

Section 18. Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) greater than 36 inches in diameter 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 or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no 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 90 percent of the Lot Owners, and thereafter by an instrument signed by not less than 75 percent of the Lot Owners. Any amendment must be recorded.

Section 4. FHA / VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Water System. Water shall be exclusively supplied to each Lot, except Lot 113, by the Water Company of Washington LLC, its successors or assigns. All Lots, except Lot 113, are required to be part of this system and no well or water system shall be maintained on or for the benefit of any Lot other than Lot 113. Water may be provide to Lot 113 at the sole option of the owner of Lot 113. Notwithstanding any other provision of this Declaration, this section may not be extinguished, amended, or otherwise modified unless the written approval of the Water Company of Washington LLC, its successors or assigns is first obtained and the requirements of Section 4 of this Article VII have been met.

Section 6. Resource Parcel Lot 113. This subdivision has been approved under provisions of the Planned Rural Residential Development (PRRD) ordinance (TCC 20.30A). Lot 113 of this subdivision is the Resource Parcel required by the PRRD ordinance. At this time Lot 113 is approved for one single family home and accessory structures and uses. If at such time in the future the Resource Parcel is annexed to a city or town then further subdivision of the Resource Parcel is allowed as according to the zoning ordinance approved at the time of preliminary plat approval.

Section 7. Sanctions for Failure to Maintain Drainage Facilities. In the event the Association in the judgment of Thurston County, fails to maintain the drainage facilities within the plat, or if the Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Association agrees to the following remedy: After 30 days notice by registered mail to the Association, Thurston County may correct the problem or maintain the facilities as necessary to restore the full design capacity of the drainage system. Thurston County will bill the Association for all costs associated with the engineering and construction of the remedial work. Thurston County may charge interest as allowed by law from the date of completion of construction. Thurston County will place a lien on the property and/or on lots in the Association for payment in arrears. Costs or fees incurred by Thurston County, should legal action be required to collect such payments, shall be borne by the Association.

