Restatement of the

Declaration of Protective Covenants and Conditions

for

The Village at Union Mills Home Owner's Association

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICATIONS FOR THE VILLAGE AT UNION MILLS

RECITALS

A. The Original Declaration was made by Benchmark Land Company-Lacey, L.L.C., and (original Declarant) and by Benchmark Land Company-Sylvan Village Multifamily, L.L.C. (original co-declarant).

B. This Declaration is a restatement of the Declaration of Protective Covenants, Conditions and Restrictions for the Village at Union Mills and is being recorded on _____. The purpose of this document is to incorporate all previously recorded Amendments and to ensure that these documents apply solely to the Single Family Dwelling Units of the Village at Union Mills. The intent and purpose of all sections and amendments remain as originally written or formally amended - the sole exception is the exclusion of all references to the Multi-Family Residential and Condominium Conversion as having Membership, Voting Rights, Privileges, or any other Responsibility or Duty previously imposed by this Declaration.

DECLARATION
Section 1
Definitions

1.1 **"Association"** means the nonprofit corporation to be formed to serve as the Home Owners' Association provided in Section 8 hereof, and its successor and assigns.

1.2 **"Bylaws"** means the Bylaws of the Association adopted pursuant to Subsection 8.1 of this Declaration as they may be amended form time to time.

1.3 **"City"** means the City of Lacey, Washington.

1.4 **"Co-Declarant"** originally meant Benchmark Land Company-Sylvan Village Multifamily, L.L.C, an Oregon limited liability company and its successors in interest and assigns. Benchmark Land Company-Sylvan Village Multifamily, L.L.C. was a Co-Declarant solely as to the Multifamily Parcel.

1.5 **"Committee"** or **"Architectural Review Committee"** means the architectural review committee appointed pursuant to the Section 7 of this Declaration.

1.6 **"Common Property"** means any real property or interest in real property within the Property which is owned or leased by the Association or owned as tenants in common by the Owners or designated in this Declaration for transfer to, or acquisition by, the Association. "Common Property" also means personal property, tangible and intangible, of any description including, without limitation, funds, contract rights, stocks, bonds, investment receipts, securities, security interests, collateral claims, causes of action or suit, and generally any and all

interest in property other than real property, whether cognizable at law or in equity, now owned or at anytime hereafter acquired by or vested in the Association or in the Owners collectively or as tenants in common.

1.7 "County" means Thurston County, Washington.

1.8 "Declarant" originally meant Benchmark Land Company-Lacey, L.L.C., an Oregon limited liability Company, and its successors and assignees (if such successor and assignees should acquire all rights, powers and prerogatives of Declarant under this Declaration pursuant to a recorded instrument executed by Declarant). Benchmark Land Company-Lacey, L.L.C. was the Declarant solely as to that portion of the Property not included in the Multifamily Parcel. As of this restatement, Aho Construction I, Inc has been assigned as the "Declarant" (also known as Declarant Successor) with all rights and privileges accordingly. Benchmark Land Company recorded the necessary instrument to transfer that title.

1.9 "Division" means, as the context requires, the following described group of Owners and the Lots owned by such Owners: Owners of Lots 1 through and including Lot 223, Village at Union Mills, Phase 1 and 2, and the Owners of any lots created by reason of the filing of any plat, survey or conveyance evidencing partition, division or subdivision of said lots or any portion(s) thereof, each and all of whom shall be members of the "Single Family Homes Division". Therefore, as of this recording, there is one division of Phase I and Phase 2, The Village at Union Mills.

1.10 "Division Property" means all of the several Lots owned by the members of each Division and any other Lots or lands annexed or created as hereinafter stated.

1.11 "General Common Area" means

(a) The separate lands depicted on and by the Plat as Tracts A, B, C, D, E, F, G, H, and I, in Phase 1; and, the separate lands depicted on and by the Plat for Phase II as Tracts A, B, C, D, E, F, G, H, I, J, K, L ,M ,N , O, P, Q, R, S, T

(b) All lands lying within, or abutting boundaries of the Property including public right-of-way within or contiguous to, which it is now, or at any time hereafter becomes, the responsibility of the Association to manage, care for or maintain for the benefit of the public or for the members of the Association, including without limitation the twenty foot landscaped buffer lying easterly of the sidewalk bordering Marvin Road; and

(c) All lands lying within the boundaries of any Lot or Lots now existing or hereafter created within the Property which, by virtue of the terms and provisions of this Declaration or otherwise, the Association is, or may become responsible to manage, care for or maintain and which are not established as Limited Common Areas by virtue of the terms or provisions of this Declaration.

1.12 "Improvement" means every structure or improvement of any kind, including but not limited to: landscaping of any description, any dwelling or other building, any fence, wall, hedge or barrier erected or placed anywhere on the Property, any driveway, walkway, sidewalk, pathway or trail, any outbuilding or shelter of any description, any recreational or playground structure, and generally all other products or result of construction efforts conducted on or with respect to the Property and any portion thereof (but does not include any antenna or satellite dish).

1.13 "Limited Common Area" means any lands lying within or outside the boundaries of any Lot or Lots now existing, or hereafter created, within the boundaries of the Property, which: (a) are or become Common Property; or, (b) are owned by the members of any Division as tenants in common; and, (c) by virtue of the terms and provisions of this Declaration or otherwise, the Association is, or may become, responsible to manage, care for or maintain; and, (d) which are, by virtue of the terms and provisions of this Declaration and/or the Plat, identified as Limited Common Areas and reserved for access by, and for the exclusive use and benefit of members of a specific Division.

1.14 "Living Unit" means a building or portion of a building, including without limitation a single family structure located upon a Lot and designated for separate residential occupancy.

1.15 "Lot" means a platted or partitioned lot within the Property designated for use as a single family dwelling but does not include the Common Property or any other tracts not designated for residential use.

1.16 "Manufactured Dwelling" has the meaning given the term "Manufactured Home" in the RCW 43.63b.010(5) and the meaning given the term "Mobile Home" at RCW 43.63b.010(8) as enacted and in force as hereafter amended from time to time. Manufactured Dwelling includes a residential trailer, a mobile home, or manufactured home that is designed for travel on public highways and used for residential purposes.

1.17 "Mortgage," "Mortgagee" and Mortgagor". "Mortgage" means a duly recorded mortgage, deed of trust or land sale contract. "Mortgagee" means a beneficiary under a duly recorded deed of trust or vendor under a duly recorded land sale contract. "Mortgagor" means a mortgagor under a duly recorded mortgage on real property, the grantor under a duly recorded deed of trust, or the vendee under a duly recorded land sale contract.

1.18 "Multi-family Lot" means the Lot upon which the multi-family complex is constructed. This is north of the single family dwelling area. It does not include the single family dwellings known as "Row Homes", model 2200 of Aho Construction I, Inc.

1.19 "Multi-family Structure" means any structure containing two or more living units on a single lot and under one roof. It does not include the Row Homes, model 2200 of Aho Construction I, Inc.

1.20 "Owner" means the person or parties, including Declarant, owning any Lot (including the holder of a vendee's interest under a land sale contract), but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot by any means, whether voluntary or involuntary, and terminate upon disposal of such ownership by any means, whether voluntary or involuntary. Termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.21 "Permanent Improvement" means any Improvement defined in Subsection 1.12, which, by reason of its size, method of construction or installation, composition, purpose, function or location, will likely remain in place on a Lot for a period of time in excess of one year unless intentionally removed, altered or destroyed as a result of lawful human effort.

"Permanent Improvement" does not include living plant forms, including trees, shrubs, bushes, vines or ground cover provided the same does not constitute a significant element of any hedge or other form of barrier which will screen, enclose, or control access to or from a Lot or Living Unit on a lot or any visually segregated area thereof. All references to the term "Improvement" or "Improvements" contained in this Declaration shall be read to mean to both Improvements and Permanent Improvements as defined in Subsection 1.12.

1.22 "Plat" For purposes of this document only, the "Plat" means that portion of the official plat of the Single Family residential land development known as "The Village at Union Mills," Phase I and II of The Village at Union Mills. Therefore, references to "The Plat" depicts and describes only the single family real property dwelling area included in the master planned residential community plat that depicts the entirety of the "Urban Village".

1.23 "Property" means all of the real property described on the attached Exhibit A, not including the Multifamily Parcel. "Property" also means and includes any real property hereafter annexed and made subject of this Declaration in the manner contemplated and described at Subsections 2.3, 2.4, and 2.5 of this Declaration.

1.24 "RCW" means the Revised Code of Washington in effect as of the recording date of this restated Declaration unless otherwise stated herein.

1.25 "Restricted Common Areas" means those tracts and portions of the Property subject of subparagraphs (a), (b) and (c) of Subsection 4.5 of this Declaration.

1.26 "Sold" means that an Owner has conveyed, or has entered into an enforceable recorded contract to convey fee title or an interest in fee, to any Lot to one or more persons or parties who, by reason thereof, become an Owner as defined by this Declaration.

1.27 "This Declaration" and "this restated Declaration" mean this instrument, recorded on _____, each and every exhibit incorporated by reference herein, and all of the easements, covenants, conditions, restrictions and charges herein set forth or described, as the same, and any of their number as may be amended from time to time in accordance with the provisions hereafter stated.

1.28 "Turnover" means the actions and occurrences which result in transfer of the right and authority to control the management and administration of the business and affairs of the Association, and the right and responsibility for controlling the use of all Common Property, General Common Area, Limited Common Areas, and Restricted Common Areas to the Owners and to the Association as provided for and described by the terms and provisions of this Declaration, and the Bylaws of the Association.

1.29 Other Definitions. Capitalized terms which are not defined in this Section but which are defined elsewhere in this Declaration shall have the respective meanings given them in this Declaration.

Section 2
Property Subject of This Declaration

2.1 Real Property Encumbered. All those lands and real property located in the City of Lacey Urban Growth Area, Thurston County, Washington, more particularly described at Exhibit A annexed hereto and by this reference incorporated herein as if set forth verbatim,

except the Multi-family parcel, is now, and shall at all times hereafter be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with said lands and shall be binding upon all persons and parties now and hereafter having, acquiring or being vested with any right, title or interest in such lands or any parcel, tract or portion thereof and shall inure to the benefit of each Owner thereof, from this day forward.

2.2 Multi-family Residential Area. Item deleted.

2.3 Annexation by Declarant. Subject to any requirement that the same must be approved in advance by the United States Department of Housing and Urban Development ("HUD") acting by and through its Federal Housing Administration ("FHA"), or the Federal Veterans Administration ("VA"), for seven (7) years from the date of the recording of this Declaration, Declarant, is successors in interest or assigns, shall have the right, without any requirement of Association approval, to bring within the scheme of this Declaration additional properties in the future phases of development of the Urban Village. Subject to any limitations or conditions which may be imposed by FHA or VA. Declarant shall not be limited with respect to the number of phases or number of lots or units, or Common Property, which Declarant may annex to the Property subject of this Declaration, except that in no event shall the number of dwelling units in the Urban Village exceed a total of 425.

(a) Notice of Right to Annex. This Declaration shall, and does hereby constitute notice to all persons and parties whomsoever, including, without limitation, any and all persons who may now, or at anytime hereafter have, acquire or become vested of any right, title or interest in any Lot within the Property, that Declarant is granted and hereby expressly reserves the rights of annexation set forth in this Section 2.

(b) Future Improvements. The quality of construction of Improvements by Declarant in any such annexed areas shall be consistent with the initial improvements installed by Declarant in the development of Village Phase 1.

2.4 Annexation by Association. The Association may annex additional lands if authorized by an affirmative vote of at least seventy-five percent (75%) of all Owners voting or by proxy at a regular meeting of the Association or at a meeting duly called for the purpose of consideration and authorization of such annexation on the part of the Owners.

2.5 Method of Annexation. The annexation of any additional properties or lands shall be accomplished as follows:

(a) Supplemental Declaration. The owner or owners of the property to be annexed shall record a Supplemental Declaration which, in the case of property annexed pursuant to Subsection 2.3, shall be executed by such owner(s) and by Declarant. In the case of property annexed pursuant to Subsection 2.4, such Supplemental Declaration shall be executed by owner(s) of the property to be annexed and by the Chairperson and Secretary of the Association on behalf of the Association.

(b) Content of Supplemental Declaration. Such Supplemental Declaration shall, at a minimum: (i) describe the real property to be annexed; (ii) establish any additional or different limitations, restrictions, covenants and conditions, not inconsistent with the terms and provisions of this Declaration and/or land use conditions applicable to such property; and, (iii) declare that such property is held and shall be held, conveyed, hypothecated, encumbered,

used, occupied and improved subject to this Declaration. Such Supplemental Declaration shall either: (i) identify with particularity the then established Division(s) of the Association in which the future owners of Lots created within the boundaries of the property annexed shall be included as members; and/or, (ii) create and define by reference to the Lots represented thereby, one or more additional Divisions for purposes of including Owners of Lots in the property annexed. Unless approved pursuant to Subsections 13.2 or 13.3 of this Declaration, any such Supplemental Declaration shall not have the effect of revoking or modifying any of the terms or provisions of this Declaration insofar as they shall remain applicable to the Property specifically described in Subsection 2.1 above.

(c) Effect of Annexation. Upon recording of any such Supplemental Declaration, the property subject of any such annexation shall thereby become a part of this Supplemental Declaration, and the Association shall have and shall accept and exercise administration of this Supplemental Declaration.

(d) Voting Rights and Interests in Common Property. Upon recording of any such Supplemental Declaration, voting rights in the Association shall accrue to Owners of annexed Lots and shall be allocated as stated in Subsection 8.6 hereof. All lots annexed pursuant to this Section 2 shall have the same allocation of undivided interest in the Common Property and shall be subject to the same formulas used for allocation of Common Expenses as provided for in this Declaration.

(e) Assessment of Annexed Lots. In the event annexation occurs during the course of a fiscal year, Association assessments of annexed Lots shall be prorated based on the number of whole calendar months remaining in the fiscal year and on the total number of Lots subject to this Declaration following such annexation.

Section 3
Property Rights in Lots

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration, or by the Plat, the Owner of a Lot shall be entitled to the exclusive use and benefit of such lot.

3.2 Restriction on Lot Division. Except as otherwise provided in Subsection 3.3, Owners are prohibited from dividing or partitioning any and all Lots subject to this Declaration.

3.3 Unit Ownership. Deleted. (Reference to condominium conversion of Multi-Family Unit)

(a) Association Membership and Voting. Deleted.

(b) Consistency Required. Deleted.

3.4 Easements Reserved. In addition to all and any easements revealed and effected by recording of the Plat, Declarant hereby reserves with respect to the whole of the Property, the following easements for the benefit of the Declarant, the Association, and the Committee:

(a) Right of Entry. Declarant, the Association, the Committee, and their respective representatives may, upon reasonable advance notice to the Owner(s) or other regular occupant(s) thereof, at any reasonable time, enter upon any Lot for the purpose of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or conversion or otherwise create any right of action for the Owner of such Lot or for any resident or occupant of any Living Unit located upon such lot. The right of entry reserved hereby does not, under any circumstances, authorize entry of interior living spaces in any occupied Living Unit.

(b) Easements for Access to, and Maintenance of, Common Property. Declarant, the Association, and their respective agents and contractors shall have a perpetual, non-exclusive, easement on and over each Lot abutting any Improvement constituting Common Property erected on or within a distance of less than five (5) feet, measured at right angles from any boundary of such Lot, sufficient to provide a strip of land no less than five (5) feet in width alongside such Common Property for the purposes of access to and egress from such Common Property and for the inspection, construction, reconstruction, alteration, maintenance, repair or removal of such Common Property or any portion(s) thereof. Provided, however, in the event of any such access, egress, inspection, construction, reconstruction, alteration, maintenance, repair or removal, the party availing itself of the rights afforded by the easements created hereby, shall at its expense, promptly repair any damage to landscaping or other improvements situated on such Lot occasioned by any such activities unless any acts or omissions on the part of any Owner(s) or occupant(s) of such Lot are the primary cause of the conditions giving rise to the need for such inspection, construction, et al. of such Common Property. No building or other permanent structure shall be constructed or permitted to remain upon any portion of any Lot subjected to the easements created by this subparagraph 3.5(b). All improvements therein shall be maintained continuously by the Owner(s) of each Lot.

(c) Utility Easements. Easements for installation and maintenance of utilities, services and drainage facilities may be reserved or granted by Declarant over portions of certain Lots as shown on the Plat. Within the areas affected by such easements, the Association will not permit the construction or location of any structure, landscaping or other improvements which may damage or interfere with the installation or maintenance of utility services which are then, or may thereafter be, located in such areas, or which may obstruct or retard the flow of surface or subsurface drainage within such areas. Any improvements located within areas subject of any such easements shall be maintained continuously by the Owner(s) of the Lots on which the same are located except for those improvements for which a public authority, the Association or utility provider is otherwise responsible.

Section 4
Common Property, General, Limited and Restricted Common Areas

4.1 Title to Common Property. Title to all real property which is to become Common Property (subject of this Declaration) located within Village Phase I and II shall be conveyed to the Association by the Declarant at or before the time the first Lot in each Phase on which a Living Unit has been constructed and provided a certificate of occupancy shall first be sold. Title to all real property which is to become Common Property subject of any Supplemental Declaration annexing additional property to the Property included in the Urban Village, shall be conveyed by the Declarant to the Association at or before the time the first Lot on which a Living Unit has been constructed and provided a certificate or permit allowing occupancy thereof shall first be sold.

(a) Condition of title. Such Common Property shall be conveyed by the Declarant free and clear of liens and encumbrances save and except encumbrances and easements created by, or arising from the terms of this Declaration and/or the Plat, zoning and land use restriction s of governmental entities, and current real property taxes, if any, which shall be prorated as of the date and time of such conveyance.

(b) Responsibilities of the Association. Upon conveyance of such Common Property to the Association, or at such later time, not more than thirty days after: (i) notice of completion has been filed in the official records of the County with respect to any improvements to the Common Property or any other property to be maintained by the Association pursuant to this Declaration; and, (ii) acknowledgement of completion and acceptance of such improvements by the City or County has been issued, the Association shall accept such property for maintenance and thereupon assume full responsibility for maintenance thereof.

(c) Descriptions of Real Property comprising Common Property. Legal descriptions of all real property included in Village Phase 1 which shall become Common Property are set forth at Exhibit B, attached hereto an by this reference incorporated therein as if set forth verbatim. Legal descriptions of Common Property included in Village Phase 2 are set forth as recorded in the Plat for such and are incorporated as set forth verbatim.

4.2 Alienation and Encumbrance of Common Property.

(a) Association Powers Limited. The Association shall not by act or omission, abandon, partition, subdivide, sell or transfer any Common Property unless at least seventy-five percent of the members of the Association shall vote in favor of such action(s) or afford their prior written consent thereto. The Association shall treat and deal with the proceeds of any sale of Common Property under this Subsection as assets of the Association. This Subsection shall not apply to any easements mentioned or described in Section 3, nor to mortgages or other liens upon Common Property incurred or placed for any of the purposes described in subparagraph (b) immediately below.

(b) Permitted Encumbrances on Common Property. Any provisions of this Declaration to the contrary notwithstanding, the Association by resolution of its Board of Directors, shall have authority to approve the use of the Common Property as security for loans or advances made to, or for the sole benefit, or the Association, and to convey any interest therein for the purpose of providing security for repayment of any such loans or advances.

4.3 Access to and Use of General Common Areas. Unless proscribed or limited by: (a) terms elsewhere set forth in this Declaration, or (b) by the Plat, or (c) by the terms or provisions of any Supplemental Declaration(s) recorded in accordance with the provisions of Subsection 2.5 of this Declaration, or (d) by any rules or regulations duly adopted on behalf of the Association as hereinafter described, or (e) by reason of any present or future public law or ordinance, or (f) by the terms of any judgment or decree of a court of competent jurisdiction: the general Common Areas defined in Subsection 1.11 of this Declaration shall be subject to access, use and enjoyment by all Owners and residents of the Property and any additional land(s) annexed as provided for under Subsections 2.3 and/or 2.4 of this Declaration, their guests and invitees.

4.4 Access to and Use of Limited common Areas. Access to, and use and enjoyment of any Limited Common Areas defined at Subsection 1.13 of this Declaration or

described below shall be, and are hereby, reserved for the exclusive use, benefit and enjoyment of the members of the Division, or the Owners of the Lots, with which such Limited Common Areas are associated or defined by the plat or by any rules or regulations duly adopted on behalf of the Association, their tenants, guests and invitees.

4.5 Access to and Use of Restricted Common Areas. Access to, and use of, Restricted Common Areas identified at Subsection 1.25 of this Declaration shall be limited as follows:

(a) Private Alleyways. The "Private" alleyways in Phase 1 were renamed from Watercress Lane SE, Hyacinth Lane SE, Yellowcress Lane SE, Buttercup Lane SE, and Lupine Lane SE, to Goldeneye Lane SE, Greenway Lane SE, 15th Way, and 17th Way. The private alleyways in Phase II are 12th Way, 13th Way, 14th Way, 15th Way, Oak Lane, and Ash Lane. Each is hereby declared to be Restricted Common Areas. No motor vehicle (including, without limitation, motorcycles and motorize bicycles) not owned or operated by a regular resident or Owner of a Living Unit abutting any such alleyway shall be operated on such alleyway. Said Restricted Common Areas shall be available for use by pedestrians, bicyclists, emergency vehicles and handicapped persons requiring the aid of wheelchairs or other vehicles (whether or not motorized) for personal transportation, irrespective of their place of residence. Vehicles actually engaged in physical delivery of goods, mail or parcels, or removal of waste from a Living Unit abutting such alleyway may use such alley for the period of time necessary to complete the authorized service. The intent and purpose of this limitation is to restrict the use of each such alleyway for access or egress by means of motor vehicles and to maintain the use of the alleyways for the exclusive benefit of the Owners and residents of Lots physically abutting and dependent upon such alleyways for vehicular access to an egress from the driveways and garages appurtenant to the Living Units situation on such Lots. Provided, however, no motor vehicle, regardless of its ownership or the status of the operator thereof, shall be parked or permitted to stand unattended in any such alleyway.

(b) Storm Water Facilities. The storm water treatment, detention and/or infiltration facilities located in the southeast corner of the Village Phase 1 to the east of Lot 31 (i.e. a portion of Tract "G"); immediately west of Lot 97, and generally north of Lots 102, 103, and 104 (i.e. portions of Tract "H"), are each hereby declared Restricted Common Areas. Access to such Restricted Common Areas shall be limited to public officials entering and to other persons authorized in writing by the Association to enter said areas solely for purposes of inspection and maintenance thereof. Disposal or introduction of household waste, yard waste, chemicals or petroleum products, trash or debris of any description into surface water or storm water entering, or occurring on or beneath the land surface of any such facilities is strictly prohibited. All storm water facilities as named above are to be maintained by the Association in accordance with the Maintenance Plan and "Appendix K" from the Drainage and Erosion Control Manual made apart of this document as Appendices "A" and "B".

(c) Central Wetland and Buffer Zone (Tract "H")

(i) Permanent fencing shall be erected by along the property lines of Lots 97 through and including Lot 105 of the Village Phase 1. Fencing shall be maintained by any Lot owner, and all other Lot owners, now or hereafter bordering said Tract "H". Said permanent fencing shall comply with requirements and guidelines of the Committee and be installed on each of said Lots prior to occupancy of any Living Unit on such Lot.

(ii) All vegetation, except weedy vegetation, within the wetland and buffer zone shall be preserved unless the same is diseased or constitutes a significant fire hazard to

other nearby vegetation or structures. Removal of weeds and debris from the wetland shall be accomplished by hand except for items too large or heavy to be removed by hand. Grading or other mechanical disturbance in the wetland is strictly prohibited.

(iii) Except in the occurrence or existence of an event or condition that threatens or creates an objectively significant risk of injury to persons, and/or an objectively significant risk of loss or damage to property, access to and use of the wetland and buffer zone shall be limited to passive recreational activities and nature study conducted upon or in the immediate vicinity of the pedestrian pathway mentioned above.

(iv) Otherwise, entry into the land areas encompassed by the buffer zone and wetland shall be limited to public officials entering, and to other persons authorized in writing by the Association to enter, said areas solely for purposes of inspection and maintenance thereof or for the rendition of emergency services.

(v) Disposal anywhere within the wetland area or surrounding buffer zone of household waste, yard waste, chemicals or petroleum products, trash or debris of any description, directly or by means of any surface or subsurface conveyance or medium is strictly prohibited. This includes, without limitation, groundwater movement or infiltration.

(vi) No fishing, hunting or trapping of any kind may be conducted anywhere within the wetland area or surrounding buffer zone.

(vii) No motorized vehicles (except wheelchairs or similar conveyances for the handicapped) shall be permitted anywhere on said pathway or elsewhere within the wetland or buffer zone except for purposes of aiding the removal of debris too large or heavy to be removed by hand. The transportation of wood chips or bark dust for purposes of maintenance of the pathway and any observation areas associate therewith and the rendering of emergency police, fire, and medical services are exempted.

(viii) No household pets or other animals owned by, or in the custody of any Owner or resident of the Property, or of any invitee or guest of any such Owner or resident, or any other person(s) pet shall be permitted to run at large within said buffer zone and central wetland.

4.6 Rights of the Association. The Association, its agents, representatives, employees, contractors, and subcontractors shall have the right to enter upon all lands comprising Common Property, General Common Areas, Limited Common Areas and Restricted Common Areas for the purpose of construction, reconstruction, maintenance, repair, caring for and managing such lands and any facilities and improvements thereon or therein and for such other purposes as may be necessary or convenient for discharging the Association's obligations, or for exercising any of the Association's rights hereunder. In exercising any of the rights described in the preceding sentence, the Association may prohibit, limit and/or condition access, use and enjoyment of any Common Property, General Common Areas, Limited Common Areas and/or Restricted Common Areas by any person or party, including without limitation, any Owner(s) or resident(s) of the Property for such period(s) of time and to such extent as the Association acting by and through its duly elected officers or appointed managing agents shall, in the exercise of its or their discretion, determine to be reasonable, necessary or convenient for purposes of the Association.

4.7 Rights of Declarant. So long as Declarant owns any Lot, Declarant reserves the right to enter, use, occupy, pass over, upon and beneath the surface of all Common Property, General Common Areas, Limited Common Areas and Restricted Common Areas in order to carry out development, construction, sales and rental activities necessary or convenient for the development of the Property or the sale or rental of Lots and for such other purposes as may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights hereunder. Such rights may be exercised to the exclusion of the rights of any other persons or parties including, without limitation, the Association, any Owner or any resident of the Property.

4.8 Utilities and Municipal Easements. Declarant and the Association may grant easements to utility providers or municipalities for purposes of installing, constructing, reconstructing, repairing and maintaining utility services and facilities within the Common Property and may grant free access thereon to Law Enforcement, Fire and other public officials.

4.9 Parking Prohibited Streets, Sections. Certain areas within Village Phase 1 and 2 may be designated as parking prohibited streets as required or approved, by the City or County. Such areas shall be identified by signage as approved by the City or County. Parking of any motor vehicle within such areas shall constitute a violation of this Declaration as well as of any local law or ordinance applicable thereto.

4.10 Condemnation. The Association acting by and through its Board of Directors, Officers, duly appointed agents, and attorneys shall have the sole authority to negotiate with any public or private body or person seeking to exercise any power of eminent domain with respect to Common Property, General Common Areas, Limited Common Areas and Restricted Common Areas; and to sue or defend in any litigation involving such bodies or persons and such property and any proceeds of condemnation or any taking thereof shall become Common Property.

Section 5
Use, Architectural and Landscaping Restrictions

5.1 Adoption, Implementation and Enforcement of Property Use Restrictions. In addition to the specific restrictions contained in this Section 5, the Bylaws of the Association may provide for, and the Board of Directors of the Association shall have the authority to adopt, implement, and enforce, other, additional or supplemental conditions, restrictions, rules and regulations regarding or affecting uses of the Property not inconsistent with this Declaration, applicable laws or ordinances, or the terms and provisions of said Bylaws.

5.2 Prohibited Improvements and Uses.

(a) Residential Structures and Related Improvements. Except to the extent elsewhere expressly provided in this Declaration, no Improvements shall be erected or permitted to remain on any Lot except Improvements containing Living Units and Improvements normally accessory thereto. Nothing contained in this subsection shall be deemed or construed to prohibit the construction on any Lot of a private greenhouse, storage building, private swimming pool, or wholly enclosed structure for the storage of a motor vehicle, boat and/or recreation trailer exclusively for personal use by persons regularly residing in a Living Unit on such Lot, provided such structure is constructed and maintained in strict conformity with applicable City, County, and/or Washington State Laws, ordinances and/or regulations. Such

structure must be compatible in design and appearance with the Living Unit located on such Lot. The construction or continuing presence of such structure on a Lot must not otherwise violate any terms and/or provisions of this Declaration, and must have been authorized and approved by the Committee prior to its construction.

(b) Number of Living Units on Lots. Only one Living Unit shall be permitted on any Lot now or hereafter created within the Property.

(c) Manufactured Dwellings Prohibited. No Manufactured Dwelling shall be placed, located, erected, parked or permitted to remain on any Lot, or on any public or private street, roadway or sidewalk, or on any Common Property, within the Property.

(d) Recreational Vehicles. One unoccupied travel trailer or "fifth wheel" recreational vehicle, or one unoccupied truck bed camper, or one unoccupied self-propelled recreational vehicle (motor home) may be temporarily parked on any Lot as far as practicable from each street, and any alleyway(s), abutting such Lot for a period of up to forty-eight (48) hours for the sole purpose of enabling the Owner or a permanent resident of said Lot to load or unload or to otherwise prepare said vehicle for use or for storage away from the Property following completion of such loading, unloading or other preparatory activities. Provided, further, that one vehicle of the nature described in the immediately preceding sentence may be parked and stored on any Lot for more than forty-eight hours only if it is located in an enclosed garage or other permitted structure located on said Lot entirely concealed from view from any adjoining Lot, Common Area and any public street or private alleyway within or abutting the Property.

(e) Boats and Boat Trailers. No boat or other form of watercraft, or trailer or other separate conveyance designed for purposes of transportation of any boat or watercraft, shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway, sidewalk or on any Common Property, within the Property. Provided, however, that one boat or other form of watercraft with attending trailer or other conveyance may be temporarily placed on any Lot as far as practicable from each street, and any alleyway(s), abutting such Lot for a period of up to forty-eight (48) hours for the sole purpose of enabling the Owner or a permanent resident of said Lot to load or unload or to otherwise prepare said vessel for use or storage away from the Property following the end of such period. Provided further, that one such boat or other form of watercraft, or one such trailer or other separate conveyance whether or not loaded, may be stored on any Lot for more than forty-eight hours only if located in an enclosed garage or other permitted structure on said Lot entirely concealed from view from any adjoining Lot, General Common Area and any public street or alleyway within or abutting the Property.

(f) Other Trailer and Similar Vehicles. No freight trailer or other wheeled vehicle designed for towing by any motor vehicle and for the purpose of transporting cargo, freight, equipment, advertising media or commodities of any kind or description whatsoever shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway, sidewalk or on any Common Property, within the Property. Provided, however, any such freight trailer or other vehicle may be placed or parked anywhere on the Property (except in such a manner as to interfere with, impede or otherwise endanger the safety of vehicular or pedestrian traffic over public ways or Common Property provided for purposes of vehicular or pedestrian traffic) for the sole and exclusive purpose of being loaded or discharged in one continuous operation in connection with, or for purposes of, delivering to or removing from any Living Unit or Lot any furniture, furnishings, goods, services, merchandise or other property for the use or benefit, or at the request of any Owner or occupant thereof, or for the purposes of

the construction of any permitted Improvement on the Property but only for so long as may reasonably be required for the purpose of such loading or unloading.

(g) Vehicles in Disrepair. No motor vehicle of any description in an obvious state of disrepair shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway, sidewalk or on any Common Property, within or abutting the Property. A motor vehicle shall be deemed to be in an obvious state of disrepair if and when the Board of Directors of the Committee shall, by general resolution, rule or regulation duly adopted, or otherwise, reasonably determine that the appearance or condition thereof is offensive to the Owner(s) or the occupants of Lots in the immediate vicinity thereof or otherwise detrimental to the aesthetic appeal of the Property or the neighborhood or vicinity in which such vehicle is located. Should the registered owner of any such vehicle, or the Owner(s) of the Lot upon or immediately adjacent to which such vehicle is located, fail to remove, or cause removal of, the same within five (5) days following the date notice to remove the vehicle is mailed to such Owner(s), the Board or the Committee may have such vehicle removed from the Property and charge the expense of such removal and any resulting storage of such vehicle, to the Owner(s) of the Lot upon, or immediately adjacent to which such vehicle was located at the time of such removal. Any sworn law enforcement officer otherwise having the authority to enforce the same within the corporate limits of the City shall have the right and authority to enforce the provisions of all City, County and Washington State laws and ordinances pertaining to motor vehicles and the operation thereof anywhere on the Property.

(h) Pets, Etc. No animals of any species and no birds, reptiles or amphibians of any kind, shall be raised, bred, kept or permitted within any Lot or on any Common Property, General Common Area, Limited Common Area or Restricted Common Area, other than a reasonable number of common household pets which are reasonably controlled so as not to constitute any nuisance or inconvenience to Owners and other residents of the Property. In no event shall any household pet otherwise permitted within any Lot be allowed by the Owner or custodian of such pet to enter any other Lot(s) or Common Property, any General Common Areas, any Limited Common area, or any Restricted Common Area unless such pet is caged, leashed, tethered or otherwise physically restrained under the direct and immediate control of its owner or custodian at all times. All and any damage, inconvenience or unpleasantness occasioned by the keeping or activities of any such pet shall be the responsibility of the owner(s) or custodians thereof and any losses, damages or expenses incurred or suffered by any person due to the keeping or activities of any such pet, shall be recoverable from the Owner(s) of the Lot upon which such pet is kept and/or its owner or custodian resides. No such household pet shall be permitted by the owner(s) or the custodian(s) thereof to enter or run at large upon any portion of the central wetland and buffer zone hereinabove described except the pedestrian pathway surrounding the perimeter thereof while physically restrained and under the direct and immediate control of its owner or custodian as aforesaid.

(i) View-obstructing Vegetation. No hedge, shrub, bush or tree on an Lot shall be permitted to grow to any extent which unduly or unreasonably restricts outlook from any adjoining Lot or which threatens the safety of any pedestrian, cyclist or motorist using any public or private path, sidewalk, street, road, right-of-way, Common Property, General Common Area, Limited Common Area or Restricted Common Area within the Property.

(j) Antennas and Satellite Dishes. Exterior antennas, satellite dishes or other electronic devices shall not be permitted to be placed upon any Lot except in accordance with rules established by the Architectural Review Committee. Regulations on placement of

television and mini-satellite dishes shall be in conformance with any applicable Federal Communications Commission (FCC) rules. Applications for installation must be submitted to the ARC prior to installation, depicting a specific location. If the antenna or satellite dish must be placed in plain view from any public street or sidewalk within the Property, a written notice from an "Authorized" installer must be submitted to the ARC stating the reasons for a particular location, as opposed to one that is less visible or screened.

(k) Overhead Lines and Related Structures, Etc. No outdoor, overhead wire or service drop for the distribution of electricity or for telecommunication purposes, nor any pole, tower, or any other supporting structure(s) associated therewith shall be erected or maintained on any Lot.

(l) Recreational Equipment. No playground, athletic or recreational equipment or structures shall be permitted, installed or utilized on any Lot in plain view from any public street, General or Restricted Common Area within the Property. Provided, however, basketball hoops within the right-of-way of any public street or alleyway, permitted and authorized in writing by the City, may be installed and utilized at the sole risk and expense of the Owner(s) of all Lots abutting such right-of-way where such basketball hoops are installed. Specific written permission and authorization for the installation and use of each and any such basketball hoop(s) must be secured from the City prior to the persons engaging in use of such facilities. No person entering or upon the Property has a claim or cause of action against the Association for personal injury, death or property damage suffered by such person by reason of the location or use of a basketball hoop.

(m) Uses or Improvements Increasing Insurance Costs. No use shall be made, no activity shall be conducted and no Improvement, thing or substance shall be placed, kept or permitted to remain on any Lot or elsewhere on the Property, which will result in increased costs for insurance maintained by the Association unless express and written authorization has been issued by the Board of Directors of the Association.

5.3 Residential Uses. Lots shall be used only for residential purposes in accordance with and subject to, the terms and provisions of this Declaration, the Bylaws of the Association and any rules and regulations duly adopted in accordance therewith.

5.4 Business Uses Limited. Except with the consent of the Committee, and subject to all applicable County ordinances, agreements, and land use approvals applicable to the Property and the other exceptions set forth in this Subsection 5.4, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot (including, without limitation, operation of a day care facility), nor shall any goods, equipment, business or commercial vehicles obviously identifiable as such, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot in plain view of any public street, walkway, sidewalk, or General, Limited or Restricted Common Area within the Property. However, nothing in this Subsection 5.4 shall be deemed to prohibit: (a) activities relating to the rental or sale of Living Units; (b) deleted; (c) the right of Declarant or any contractor or home builder to construct Living Units or other improvements on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration; (d) the ability of an Owner or other person(s) residing on a Lot to maintain any business-related or professional personal library; keep and maintain personal, business or professional records or accounts; engage in personal business or professional telephone calls; communicate or conduct financial, professional, business or commercial transactions by computer, facsimile or other electronic devices not requiring outdoor

antennas or receiving or transmission devices, and to meet and confer with business or professional associates, clients or customers, provided such activities are conducted entirely within the confines of a Living Unit located on such Lot: or, (f) the ability of an Owner or occupant of a Living Unit from engaging in activities normally attendant to the conduct of his or her "home occupation". All proposed special use permits and home based business shall comply with the Thurston County Lacey Urban Growth Area Zoning Ordinance or subsequent ordinances thereto.

(a) Conditional Use Permit Required. In addition to members of the living group occupying such Living Unit, there shall not be more than one employee not regularly residing at such Living Unit ("non-resident employee") whose regular place of employment is located at such Living Unit unless a conditional use permit is obtain from the City pursuant to the requirements of said Chapter 16.69.

(b) Parking. Non-resident employees and clients of any business or commercial enterprise conducted on any Lot, shall lawfully park their motor vehicle only in on-street curbside parking spaces available for use by other non-residents of the Property. Parking of non-resident employee and/or client motor vehicles on a Lot where a home occupation is conducted is prohibited in any Restricted Common Area, or in any other location which unreasonably interferes with access to, egress from, or the use, occupancy or enjoyment of any Lot(s), or Common Area within the Property.

5.5 Offensive or Unlawful Activities Prohibited. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done, placed or permitted to remain on any Lot, any Common property, any General Common Area, Limited Common Area or Restricted Common Area which interferes with or jeopardizes access, egress, use or enjoyment of any Lot(s), or which is a source of continuous or persistent annoyance of any residents of the Property. Without limiting the generality of the foregoing sentence, no odors, sounds or noises shall be generated or permitted to emanate from any Lot, or from any Common property, General Common Area, Limited Common Area or Restricted Common Area which results in any reasonable objection or complaint on the part of the Owner(s) or resident(s) of any Lot(s) in the vicinity of the source of such odors, sounds or noises. No unlawful use shall be made of a Lot, any Common Property, any General Common Area, Limited Common Area or restricted Common Area, or any portion thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed at all times.

5.6 Maintenance of Improvements. The Owner of each Lot shall maintain all Improvements located on said Owner's Lot in a clean and attractive condition, in good condition and repair and in such fashion as not to create a fire, or other unreasonable risk of damage, loss or hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, glazing and glass surfaces, gutters, down spouts, exterior building surfaces, driveways, walks and other exterior improvements situation on such Lot. Each Owner shall keep and maintain all shrubs, trees, grass and other plantings of every kind situated on such Owner's Lot neatly trimmed, properly cultivated and free of accumulations or refuse, dead or dying foliage, trash, debris, weeds, noxious or poisonous plant and other unsightly materials. Damages suffered by Lots and/or Improvements located thereon caused by fire, flood, storm, earthquake, riot, vandalism, or any other cause shall be the responsibility of the Owner to repair or restore to undamaged condition within the time reasonably and objectively necessary in order to repair damage to and to maintain such Owner's Lot and all sidewalks, aprons and parkways located upon or immediately adjacent thereto, free of unsightly, excessive or unsafe