

**The original of this document captioned AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAPITOL CITY GOLF CLUB ESTATES was recorded December 16, 1977 with Thurston County Auditor under fee no. 1021104 in Vol. 827, pages 520 through 529.**

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAPITOL CITY GOLF CLUB ESTATES**

**THIS DECLARATION** is made this 17th Day of October, 1977 by **THURSTON DEVELOPMENT COMPANY**, a Washington corporation (“Thurston Development”) and **CAPITOL CITY GOLF CLUB ESTATES ASSOCIATION** (the “Association”).

Thurston Development and the Association are representatives of the owners of the real estate described in Exhibit “A” attached hereto and incorporated herein, commonly known as Capitol City Golf Club Estates, the plat of which is recorded in Volume 14 of Plats, pages 50-55, and the covenants for which were recorded on December 26, 1962, Volume 369 of Deeds, page 222, No. 670745 and a correction thereto under No. 679936.

Article VII, Section A, of said covenants provides that the term thereof shall be for a period of fifteen (15) years from the date of recording and shall automatically extend for two (2) successive ten (10) year periods unless changed in whole or in part by a recorded instrument signed by a majority of the then lot owners.

The parties desire to change said covenants as provided in Article VII, Section A, to preserve and enhance the values and amenities of the property and for that purpose hereby declare that said covenants shall be amended in whole to provide as hereinafter set forth and that said property shall hereafter be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the land and shall be binding upon all parties having or hereafter acquiring any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I AREA OF APPLICATION.**

A. Single-Family Residential Area. The single-family residential area covenants in Article II of this Declaration in their entirety shall apply to all lots included in Capitol City Golf Club Estates and the real property included therein save and except the commercial areas, including Lots 279 through 289, inclusive, the Capitol City Golf Course, Club House, parking areas, cart storage buildings, driving range and practice greens, Lots 230 through 233, inclusive, and the trailer areas, Lots M-1 through M-36, inclusive. It is proposed that a portion of the property within the plat will be changed to eliminate areas designated as trailer sites and to establish certain additional commercial areas and new multi-family areas. If said change is approved and recorded, the single-family residential area covenants in Article II shall not apply to such additional commercial areas and new multi-family areas.

B. Multi-Family Area. The multi-family residential area covenants in Article III of this Declaration in their entirety shall apply to all areas designated as multi-family residential and shall become effective upon approval and recording of the instrument designating such areas.

C. Commercial Area. The commercial area covenants in Article IV of the Declaration in their entirety shall

apply to the tract shown on said plat as "Commercial Tract-A" and all commercial areas, including Lots 279 through 289, inclusive, the Capitol City Golf Course, Club House, parking areas, cart storage buildings, driving range and practice greens, and Lots 230 through 233, inclusive. It is proposed that a portion of the property within the plat will be changed to eliminate areas designated as trailer sites and to establish certain additional commercial areas and new multi-family areas. If such instrument is approved and recorded, the commercial area covenants in Article IV shall apply to any additional areas designated as commercial therein.

D. Trailer Area. The trailer area covenants in Article V of this Declaration in their entirety shall apply to Lots M-1 through M-36, inclusive, of Capitol City Golf Club Estates and the real property included therein. It is proposed that Lots M-1 through M-36 will be eliminated by a change to the plat. If such instrument is approved and recorded, the trailer area covenants in Article I, Section D, and Article V, shall be deleted and be of no further force or effect.

## **ARTICLE II SINGLE-FAMILY RESIDENTIAL AREA COVENANTS**

A. Land Use and Building Type. No lot shall be used for any purpose other than single-family residential. No building shall be altered, erected, placed or permitted to remain on any lot other than one single-family dwelling, with a private attached garage for not less than two (2) nor more than three (3) cars, and one unattached accessory building for storing lawn and garden supplies. No lot within the single-family residential area as defined herein shall be divided for any purpose save and except for the purpose of increasing lot size.

B. Architectural Control. No building shall be erected or altered on any lot until the construction plans, specifications or materials and a plat plan showing the location of the structure have been approved by the Architectural Control Committee. The Architectural Control Committee shall be empowered to petition the Board of Trustees to consider variations which in its judgment permit the reasonable utilization of said lots most consistent with the general plan of development. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum setback line or until the same has been similarly approved by the Architectural Control Committee.

C. Dwelling, Quality and Size. All single-family residences shall be built to conform to state and national building codes and shall be completed in a good and workmanlike manner. The floor area of the dwelling, exclusive of open porches and garages, shall be no less than 1200 square feet. The maximum height of the roof of any single-family residence shall be no more than twenty-four feet (24') above the street grade adjoining the lot.

D. Driveways. All garages located upon any such lot shall be connected to the adjacent street by an asphalt or concrete paved driveway.

E. Building Location. No building shall be located on any lot nearer than twenty-five feet (25') to the front property line, and not nearer than ten feet (10') from the rear property line if such line abuts upon another lot. No building shall be located nearer to the areas designated on said plat as golf course fairways than twenty feet (20') unless permission is granted in writing from the Capitol City Golf Course owners. No roof line, steps or open porches shall be located nearer than five (5') to an interior lot line. The foundation line of a single-family residence shall be no nearer than seven feet (7') to an interior lot line. In no case shall any portion of a building on a lot be permitted to encroach upon another lot save and except in those cases where a building site includes more than one lot.

F. Fences, Shrub Screen and Accessory Building. No fence or accessory building shall be constructed nor shall a shrub screen be grown on any lot until the plan for such fence, shrub screen or accessory building has been approved by the Architectural Control Committee as to location, design and conformation to over-all development of said area. The shrub screen or fence shall not exceed five feet (5') in height.

G. Completion of Structures. All buildings commenced on any such lot shall be completed not later than one (1) year after construction is commenced, and landscaping shall be completed within eighteen (18) months after construction is commenced.

H. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Household pets shall be restrained to owners' premises.

K. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage and other waste shall be kept on such lots only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Department of Health. Approval of such systems as installed shall be obtained from such authorities.

M. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to points twenty feet (20') from the intersection of the street lines, or in the case of rounded property corners from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height as to prevent obstruction of such sight line.

### **ARTICLE III MULTI-FAMILY RESIDENTIAL AREA COVENANTS**

A. Land Use and Building Type. The areas designated as multi-family areas may be used for either single-family or multi-family residential purposes. In the event that any of the multi-family areas shall be used for single-family residential purposes, then all provisions of the single-family residential area covenants shall be applicable.

B. Architectural Control. No building shall be erected or altered on any multi-family residential area until the construction plans and specifications and a plan showing the location of the structures on the multi-family residential area have been approved by the Thurston Development Company, its successors, assigns or appointees, as to the quality of workmanship and materials provided for such structure, harmony of external design with the surrounding areas and location with respect to topography and finish grade elevation.

C. Applicability of Single-Family Residential Covenants. Sections G, H, J, K, L and M of Article II of the single-family residential area covenants shall be applicable to the multi-family residential areas.

D. General Provisions. Requirements covering Lot Area Requirements, Building Setback Line, Floor Area Ratio, Height, Open Space and Off-Street Parking shall be in accordance with the Thurston County's Interim Zoning Ordinance Title 19, Chapter 19.20, Section 19.20.050.

### **ARTICLE IV COMMERCIAL AREA COVENANTS**

A. Land Use and Building Type. The areas designated as commercial areas herein may be used for single-family residential, multi-family residential or commercial purposes. In the event that any of said

commercial areas shall be used for single-family or multi-family residential purposes, save and except the tract designated on said plat as "Commercial Tract-A", then either the single-family residential area covenants or multi-family area covenants shall apply, as the case may be. Any type commercial structure may be placed upon the said commercial areas save and except that no structure placed upon said area shall at any time be used for manufacturing purposes.

B. Architectural Control. No building shall be erected or altered on any commercial area until the construction plans and specifications and a plan showing the location of the structure on the commercial area have been approved by the Thurston Development Company, its successors, assigns or appointees, as to quality of workmanship and materials provided for such structure, harmony of external design with the surrounding areas and location with respect to topography and finish grade elevation.

C. Applicability of Residential Area Covenants. Sections G, H, J, K, L and M of Article II of the residential area covenants shall apply to the commercial area.

D. Minimum Parking Ratio. Off-street parking shall be provided in all of said commercial areas in a ratio of not less than two (2) square feet of parking area for each one (1) square foot of building structure within said commercial area, except that this provision shall not be applicable to any lot included within said commercial area which shall be used for residential purposes. The parking plan for any such building shall also be approved by the Architectural Control Committee prior to the construction of the building served thereby, and the said Committee may require additional parking area if the nature of the business to be conducted in the building shall in the opinion of the Committee require additional parking.

## **ARTICLE V TRAILER AREA COVENANTS**

A. Land Use and Building Type. No lot included within the trailer area shall be used for any purpose other than as a trailer or mobile home site. No building shall be altered, erected or placed or permitted to remain on any such lot other than a blacktop or concrete trailer or mobile home slab site and an appurtenant porch or cabana facility. No lot within said trailer area shall be divided. No more than one trailer site shall be constructed on any one lot.

B. Architectural Control. No building, slab, porch, cabana or other structure shall be erected or altered on any trailer site until the construction plans and specifications and a plan showing the location of the structures on any trailer site have been approved by the Thurston Development Company, its successors, assigns or appointees, as to quality of workmanship and materials provided therefor, harmony of external design with the surrounding areas and location with respect to topography and finish grade elevation.

C. Applicability of Residential Area Covenants. Sections G, H, J, K, L and M of Article II of the residential area covenants shall apply to the trailer area.

D. Deletion of Trailer Sites. It is proposed that lots M-1 through M-36 will be eliminated by a change to the plat. If such instrument is approved and recorded, the trailer area covenants in Article I, Section D, and Article V, shall be deleted and be of no further force or effect.

## **ARTICLE VI GENERAL COVENANTS AND DEDICATION**

A. Water Systems. All lots within Capitol City Golf Club Estates are served with water by Lacey Water Department, and as long as water for the lots within said plat is available through such water system, no private water system shall be provided upon or maintained by the owner of any lot within said Capitol City Golf Club Estates.

B. Dedication of Private Ways. The owners do hereby dedicate to the use of all lots and areas within the plat of Capitol City Golf Club Estates all roadways designated as private roads for access to all areas served by such roads and do further dedicate to the use of all lots within said Capitol City Golf Club Estates an easement over all areas designated as easement areas, including, but not limited to, the ten foot (10') strip on either side of all

roadways to be used for the installation, maintenance and operation of waters systems serving all of said area, telephone lines (either aerial or buried) serving said Capitol City Golf Club Estates, electrical transmission systems serving said Capitol City Golf Club Estates, surface water drainage for said Capitol City Golf Club Estates, and sewer systems serving Capitol City Golf Club Estates, to be used by the various utility companies providing such services.

C. Assessments. Each single-family residential lot and lots 230 through 233, inclusive, and Lots 279 through 289, inclusive, within Capitol City Golf Club Estates shall be subject to assessment by the Capitol City Golf Club Estates Association for the purpose of (1) paying the taxes and providing maintenance for the private roadways within Capitol City Golf Club Estates and the surface drainage system provided in connection herewith, and said Capitol City Golf Club Estates Association shall provide a system for equitable assessment against each of said lots for a sum sufficient to provide for the maintenance of said roadways, lighting said roadways and surface drainage system; and (2) any other purpose approved by a majority of the members of the Association. The amount of the assessment fixed by the Association shall be and constitute a lien against the lot against which assessment is made, and in the event that the said assessment shall not be paid within six (6) months after the same shall be levied, then the Association shall have the right to foreclose the lien for said assessment in the manner provided for the foreclosure of mortgages and said Association shall be entitled to recover a reasonable attorneys' fee for services in connection with the foreclosure of said lien.

## **ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE**

A. Membership. The Architectural Control Committee for the single-family residential area is and shall be composed of three (3) or more members of the Capitol City Golf Club Estates Association. Each member shall be appointed by the Capitol City Golf Club Estates Association Board of Trustees. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Board of Trustees of the Capitol City Golf Club Estates Association shall designate a successor.

B. Procedure. The committee shall approve or disapprove the plans submitted as required in these covenants in writing within thirty (30) days of submission. If disapproved, the applicant may submit an alternative plan and specifications to be acted upon by the Committee. Two (2) sets of plans shall be submitted for approval to the Committee. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and compliance with the related covenants shall be deemed to exist.

## **ARTICLE VIII CAPITOL CITY GOLF CLUB ESTATES ASSOCIATION**

A. Membership. Every person or entity who is a fee owner or contract purchaser of any single-family residential lot and any other person or entity who holds an interest (other than merely for security purposes) in any commercial, trailer or multi-family area and whose application for membership is approved by the Board of Trustees of the Association; shall be a member of the Capitol City Golf Club Estates Association. Membership in the Association shall be inseparably appurtenant to and may not be separated from the fee ownership or contract purchaser's interest in any lot or property within the plat approved for membership as provided hereinabove.

B. Voting Rights. Single-family residential lot owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for each lot shall be exercised as such owners may determine among themselves, but in no event shall more than one vote be cast with respect to any lot. The fee owners or contract purchasers of any commercial, trailer or multi-family lots whose application for membership has been approved by the Board of Trustees of the Association shall be entitled to the number of votes fixed by the Board in approving such application for membership.

C. Dues. Dues will be established and collected by the Capitol City Golf Club Estates Association in accordance with its bylaws and shall be considered a portion of the assessment as described in Article VI, Section C.

**ARTICLE IX TERM, ENFORCEMENT AND CONSTRUCTION**

A. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for five (5) year periods unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

The covenants may be amended in whole or in part by a recorded instrument signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property within said plat.

The covenants may be amended in whole or in part at the end of the initial ten (10) year period or at the end of any five (5) year period by a recorded instrument signed by a majority of the then owners of the property within said plat.

B. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages for such violation and may be enforced by the Association, Thurston Development or the owner or contract purchaser of any property within the plat. The prevailing party in any action brought to enforce the provisions of this Declaration shall be entitled to recover reasonable attorneys' fees and court costs. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

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

**IN WITNESS WHEREOF** the undersigned have caused this Declaration to be signed on the date first above written.

**THURSTON DEVELOPMENT  
COMPANY**

**CAPITOL CITY GOLF CLUB  
ESTATES ASSOCIATION**

By. /s/ Lyle H. Anderson  
Lyle. H. Anderson  
Its President

By. /s/ Paul Gallagher  
Paul Gallagher  
Its President

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING            )

On this 17th day of October, 1977, before me personally appeared LYLE H. ANDERSON, to me known to be the President of THURSTON DEVELOPMENT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledge said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

/s/ Silvia Gibbons  
NOTARY PUBLIC in and for the State of

Washington, residing at /s/ Seattle

STATE OF WASHINGTON )

) ss.

COUNTY OF THURSTON )

On this 18th day of October, 1977, before me personally appeared PAUL GALLAGHER, to me known to be the President of CAPITOL CITY GOLF CLUB ESTATES ASSOCIATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

/s/ Marguerite Beck

NOTARY PUBLIC in and for the State of  
Washington, residing at /s/ Olympia

J.E.B. 8/27/06 '77 Amendment