

The original of this document captioned SECOND AMENDED DECLARATION TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CAPITOL CITY GOLF CLUB ESTATES was recorded November 20, 1987 with Thurston County Auditor under fee No. 8711200083 in Vol. 1533, pages 889 through 901.

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

This Second Amended Declaration supersedes and wholly replaces

1. the (first) Amended Declaration of Covenants, Conditions and Restrictions of Capitol City Golf Club Estates, hereinafter called Amended Declaration, recorded December 16, 1977 in Thurston County, Washington, records Vol. 827, pages 520 through 529, under Fee No. 1021104, and

2. the (original) Declaration of Covenants, Conditions and Restrictions of Capitol City Golf Club Estates recorded December 16, 1977 [sic] in Thurston County, Washington, records Vol. 369 of Deeds, page 222 under Fee No. 670745 and a correction thereto recorded under Fee No. 679936,

because:

a. The Amended Declaration, under ARTICLE IX, provides for amendments thereof,

b. this second Amended Declaration is made pursuant to and in accordance with ARTICLE IX of the Amended Declaration,

c. the original plat of Capitol City Golf Club Estates (which was recorded in Thurston County records Vol. 14 of Plats, pages 50 through 55) has been partially replated as per the Amended Plat of Capitol City Golf Club Estates (which was recorded in Thurston County records Vol. 23 of Plats, pages 16 through 21 under Fee No. 8703230152),

d. the replated portions were made subject to conditions, as stated on recorded page 21 thereof, to wit:

“NOTES 1., 2., 3., and 4.”

some of which redound to and for the benefit of Capitol City Golf Club Estates Association, which hereby accepts and adopts all of such benefits, and

e. it has been deemed appropriate and necessary that the Amended Declaration should be revised not only in consideration of the foregoing but also to better pronounce the intentions of the members of the Capitol City Golf Club Estates Association with reference to its continuance and management for the best interests of the Capitol City Golf Club Estates community, 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.

The COVENANTS, CONDITIONS AND RESTRICTIONS of this Second Amended Declaration are as hereinafter set forth.

ARTICLE I AREA OF APPLICATION

- A. Single-Family Residential Area. The single-family residential area covenants in Article II, of said Amended Declaration, in their entirety shall apply to all lots numbered 1 through 229, 234 through 278, and 290 through 407 of said original plat of Capitol City Golf Club Estates.
- B. Multi-Family Area. The multi-family residential area covenants in Article III, of said Amended Declaration, in their entirety shall apply to Lots 279 through 289 of said original plat of Capitol City Golf Club Estates and Lots 501 through 505 of said Amended Plat of Capitol City Golf Club Estates .
- C. Commercial Area. The commercial area covenants in Article IV of said Amended Declaration in their entirety shall apply to Lots 506, 507 and 600 of said Amended Plat of Capitol City Golf Club Estates.

ARTICLE II SINGLE-FAMILY RESIDENTIAL AREA COVENANTS

- A. Land Use and Building Type. Single-family lots shall be used only for single-family residential purposes and, notwithstanding county or city laws to the contrary, no lot or building thereon shall be used as a place of business, commerce, trade or industry. 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 sizes of adjoining lots, in which event the owners of such adjoining lots shall be liable for a pro rata assessment per Article VII.
- 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 as per Article VIII. 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 per Article II, Section E, or until the same has been approved by the Architectural Control Committee.
- C. Dwelling, Quality and Size. All single-family residences shall be built to conform to county, 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 1,200 square feet. The maximum height of the roof of any single-family residence shall be no more than twenty-four feet (24') above the highest point of 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 agent of 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. 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, per Article II, Section A.
- 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, and shall conform to the requirements per Article II, Section B and M.
- 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, recreational vehicle, trailer, tent or accessory outbuilding shall be used on any lot at any time as a residence .

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except 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 authority.

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.

N. Vacant Lots. Vacant lots may not be used for storage or disposal of refuse and/or debris. The owner of each vacant lot is liable for the maintenance thereof accordingly. Owner's failure or refusal to so maintain such lot(s) will result in such maintenance being ordered by the Association, in which event, the owner shall reimburse the Association for all charges paid by it for such maintenance. The Association shall file a lien against the lot(s) for any such charges which are not reimbursed within 30 days after the mailing of notice thereof to the owner at owner's address on the Association records.

O. Off-street Parking of Vehicles, Boats, Trailers and/or Related Equipment

All resident-owned, leased or rented vehicles, boats, trailers, related machinery and/or equipment shall be parked off the street at all times except during the active loading or unloading thereof. No guest vehicle, boat, trailer or related machinery and/or equipment will be permitted to park on the street in excess of twenty-four (24) hours during any continuous seven day interval.

P. Street Use. No street may be used for any other purpose than pedestrian or vehicular traffic. Unlicensed motor vehicles, except golf carts and golf course maintenance vehicles intended for use in transporting persons to or from golf course areas, are prohibited on all streets. No vehicle will be permitted to exceed 25 miles per hour on any street.

ARTICLE III MULTI-FAMILY RESIDENTIAL AREA COVENANTS

A. Land Use and Building Type. The areas designated as multi-family areas per Article I, Section B, may be used only for 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. No area designated as multi-family may be used as a place of business, commerce, trade or industry.

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 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, I, J, K, L, M, N, O and P 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 per Article I, Section C 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, in which event the single-family residential area covenants or multi-family area covenants shall respectively apply. The use of any commercial structure for manufacturing or industrial purposes is prohibited.

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, I, J, K, L, M, N, O, and P 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 if the nature of the business to be conducted in the building shall in the opinion of the Committee require additional parking.

ARTICLE V 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 within the plat and amended plat of Capitol City Golf Club Estates all roadways designated as private roads on said plats for ingress and egress to, from and between such lots and the nearby public roads, and do further dedicate to the use of all said lots easement(s) over all areas designated as easement areas on said plats. The easements consist of ten foot (10') wide strip on each side of all of the platted private roads for the installation, maintenance and operation of utility services systems serving the platted property.

ARTICLE VI 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 for security purposes) in any commercial 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 or entity holds an interest in any one lot, all 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 owner(s) or contract purchaser(s) of any commercial or multi-family lot(s) shall likewise be members of said Association as per Section A above and be entitled to one vote per residential unit and/or business or commercial unit owned.

ARTICLE VII ASSESSMENTS AND ASSESSMENT LIENS

A. Assessments. Each single-family residential lot per Article I, Section A, and each residential unit of multi-family structures is subject to assessment by the Capitol City Golf Club Estates Association for the purpose of:

1. Paying taxes;
2. Providing maintenance for the private roadways within the plat of Capitol City Golf Club Estates;
3. Repairing, replacing and maintaining the surface drainage systems;
- ___ 4. Paying costs of street lighting; and
- ___ 5. Paying said Association's management and administrative costs.

Said Association shall provide a system for equitable assessment against each of said lots and for each unit of multi-family structure(s) for a sum sufficient to fund the aforesaid purposes and such other purposes as may be approved by a majority of the members of the Association.

B. Assessment Liens. The amount of every assessment fixed by the Association shall be and constitute lien(s) against each lot and unit, respectively. In the event that any such assessment(s) shall become delinquent, if not be paid within six (6) months after the due date for payment thereof the Association shall have the right to commence foreclosure proceedings or take such other action as may be deemed appropriate, in which event the Association shall be entitled to recover its costs including attorney fees as provided for by law .

ARTICLE VIII 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 termination of membership on said Committee, the Board of Trustees of the Capitol City Golf Club Estates Association shall designate a successor member.

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 IX COVENANT ENFORCEMENT COMMITTEE

A. Membership. A Covenant Enforcement Committee, composed of three (3) or more residential members of the Capitol City Golf Club Estates Association shall be appointed by the Board of Trustees to reasonably enforce the provisions per Article II, Sections F, G, H, I, J, K, L, M, N and O. A majority of the Committee may designate a representative to act for it. In the event of termination of membership on said Committee, the Board of Trustees of the Capitol City Golf Club Estates Association shall designate a successor member.

B. Procedure. The Covenant Enforcement Committee shall seek to enforce the above referenced covenants by:

1. Informally advising persons deemed in violation of covenants of such violation and to forthwith cease such violation;
2. Upon failure to so comply and subject to authorization by the Board of Trustees, give written notice thereof; and
3. Whenever appropriate, referring the matter to the Board of Trustees for further action as provided for under Article X, Section B.

ARTICLE X 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 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 members of the Association .

The covenants may be amended in whole or in part by a recorded instrument signed by not less than seventy-five per cent (75%) of the Association members.

B. Enforcement. Enforcement shall be by a proceeding 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.

CERTIFICATE

The undersigned Secretary of Capitol City Golf Club Estates Association hereby certifies that the foregoing Second Amended Declaration to Covenants, Conditions and Restrictions of Capitol City Golf Club Estates was duly adopted by more than a majority of the then owners of the property within the plat of Capitol City Golf Club Estates as shown by their signatures favoring such Amended Declaration, which signatures are on file in the offices of the Association.

DATED this 20th day of November, 1987.

/s/ Charles N. Warner Secretary

Attest:

/s/ James R. Johnson

President

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this 20th day of November, [sic] before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles N. Warner and James R. Johnson to me known to be the President and Secretary, respectively,[sic] of Capitol City Golf Club Estates Association, the association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

/s/ Ralph can-not-read

NOTARY PUBLIC in and for the state of

Washington, residing at Olympia

My commission expires 10-20-91

J.E.B. 8/27/06 '87 Amendment