

Recorded at the Request of and
When Recorded Please Return To:
John M. Kaufman
Steamboat Development, LLC
2828 Division St. NW
Olympia, WA 98502

Grantor: Steamboat Development, LLC
Grantee: The Public
Legal Description (Abbreviated): 19-19-2W SW SW LESS 2 A
Additional Legal is on Page _____
Assessor's Tax Parcel ID#: 12919330000

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, dated the 12th day of June, 2008, for reference purposes only, is made by Steamboat Development, LLC, a Washington limited liability company, (hereinafter "Declarant").

**Article I
Ownership and Transfer of Property**

Declarant is the Owner in fee simple of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED FULLY HEREIN
BY THIS REFERENCE

(hereinafter the "Property").

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS - 1

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Declarant has filed with Thurston County an application for approval of a large lot subdivision under project number 2007100242 which, when approved, filed and recorded, will divide the above described Property into six (6) lots, (hereinafter, the "Lots"). Such Lots, along with the private road and related easements, if any that will be located on the Property are depicted on Exhibit "B", attached hereto for reference purposes.

Declarant will convey Lots from the Property, subject to these protective covenants, conditions, and restrictions (hereinafter sometimes "Covenants") as set forth in this Declaration.

Article II Property Subject to this Declaration

The Property and its Lots shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration, and any lawful amendments thereto. All Lots conveyed by the Declarant to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

Article III Covenants Running with the Land; Enforcement

The within referenced conditions and restrictions shall operate as covenants running with the land for the benefit of all Owners of Lots in the Property, (hereinafter, sometimes "Owner" or "Owners"), their heirs, devisees, executors, administrators, assigns, and/or transferees of any kind, and the breach of any Covenants or the continuance of any breach may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by any of the Owners of a Lot, or

their heirs, devisees, executors, administrators, assigns and/or transferees of any kind.

In the event that any legal action is brought by any Owner to enforce these covenants, whether in equity or at law, the prevailing party shall be entitled to an award of attorneys fees and costs, such award to be set by the court in which the cause of action for enforcement is tried.

Article IV Purpose of Restrictive Covenants

The purpose of the covenants, conditions and restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and to secure to each Owner the full benefit and enjoyment of their Lot, with no greater restriction on the free and undisturbed use of their Lot than is necessary to ensure the same advantages to the other Owners. This Declaration shall further provide for the payment (with appropriate enforcement provisions for same) of all costs, fees and expenses necessary to maintain, repair, improve or replace for the mutual benefit of all Owners, any portion of the private road or the Property which is either: 1) used in common by all Owners or 2) generally benefits all Lot Owners. Such mutually beneficial portion or the Property may include, without specific limitation, the following: 1) roads (public or private) which serve the Lots, and any related easements licenses or rights-of-way; 2) wells (community or private); 3) storm water retention property and/or

facilities; and 4) any similar commonly beneficial portion of the Property along with access easements designed to facilitate same.

Article V
Applicability of Restrictions to Purchaser at
Mortgage Foreclosure or Vendor at Forfeiture

Should any mortgage or deed of trust be foreclosed or a Declaration of forfeiture be recorded on any of the Lots to which this instrument refers, then the title acquired by such foreclosure or forfeiture, and the person or persons who then and thereafter become the Owner or Owners of the Lot, shall be subject to and be bound by all the restrictions, conditions and covenants set forth in this Declaration.

VI.
Duration of Restrictions

Each and all of the restrictions, covenants and conditions set forth in this instrument shall be and remain in effect perpetually to the fullest extent permitted by Washington law. In the event that Washington law does limit the period during which a covenant restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods, provided that such renewal or extension is approved by unanimous agreement of the Owners in the Property, a memorandum of which shall be in writing and recorded in the office of the auditor for Thurston County.

Article VII
Use Restrictions

1. **Use of Lots.** All Lots shall be used for single-family residential purposes exclusively. No business or business activities shall be carried on or upon any Lot at any time. Leasing of a Lot shall not be considered a business or business activity. Further, the use of one room in the home as an office shall not be considered a business activity provided that the Owner does not also meet with clients in the home office.
2. **Building Type.** No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached singlefamily dwelling and detached building or buildings related to the use of the single-family dwelling, such as those dedicated for use as a workshop, storage shed, or the like. Further, such related buildings shall be aesthetically similar to the single family dwelling in design, building type and construction materials.

If a Lot Owner desires to construct a related building that radically differs from their residence dwelling in this regard, then they must satisfy the requirements of Section 18 of this Article VII.

Residence buildings shall contain not less than two thousand three hundred (2,300) square feet, excluding porches, garages or enclosed decks. The exterior walls of all houses shall be comprised at least partially of cedar, brick, hardi-plank or the like, and no building shall use exclusively T-111 siding, on an exterior wall. However, for example, an exterior was comprised of a reasonable be combination of T-111 siding and "Board and

Batt" will be acceptable and therefore allowed under these Covenants. It is generally the intent and purpose of these Covenants to promote the construction of residential homes in the subdivision to be of a highend, custom quality.

Any roofing materials in the original construction of a residence dwelling on a Lot shall be designed to last not less than twentyfive (25) years from initial installation. Such materials may include architectural composition, cedar shake, tile, metal or the like. Further, each roof should contain a pitch of 4/12 or greater.

3. **Building/Driveway Location.** All structures constructed upon a Lot shall have a minimum of not less than 100 feet setback from the property line which runs along the private road in the subdivision. Further, notwithstanding the foregoing, all building locations, whether residential or otherwise shall also comply with Thurston County regulations regarding location on the Lot.

There shall not be allowed any driveways which run in a direct straight line from the private road to the garage area of the residential building. Each driveway shall meander with curvature appropriate to the ground elevation and the location of the residential building.

4. **Time Limit for Construction.** All structures shall be completed as to external appearance, including finish painting and driveway, within twelve (12) months from the date of commencement of construction. No construction contractor signage shall be placed anywhere on the property, except as may be located only on the specific Lot where construction is taking place. No building material of any kind shall be placed or stored

upon any Lot until the Owner is ready to commence construction, and then such material shall be placed within the Lot property lines upon which structures are to be erected and shall not be placed in the street.

5. **Temporary Structures.** No structure of a temporary character, RV trailer, motor home, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. Notwithstanding the foregoing, this restriction shall not apply during the time for construction set forth in Section 4 of this Article VII.
6. **Leasing.** Lots may be leased for residential purposes.
7. **Occupant Bound.** All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lots.
8. **Animals and Pets.** No pigs or exotic animals including, but not limited to, cougars, bobcats, circus animals, or the like may be raised, bred, kept, or permitted on any Lot. This restriction shall not apply to horses, dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times be in compliance with state, county and local laws, rules and ordinances governing same.
9. **Nuisance and Excessive Noise.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of their Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to

appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners of surrounding Lots. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to said Lot. For purposes of these covenants, "noxious or offensive activity" shall include, without limitation, such things as the continuous use of improperly muffled machinery such as roto-tillers, hedge-trimmers, off road vehicles, ATV's, dirt bikes, or the like. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of the nature as may diminish or destroy the enjoyment of the community.

10. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of a Lot, unless same is enclosed in a permitted shop or storage building on the Lot.

11. Tree Removal. Trees which are left on a Lot at closing may be removed by the Owner, provided that they comply with all state, county or city ordinances and statutes governing same. Further, any tree removal shall

include all brush and the stump with the remaining area where the tree was formerly located to be groomed in a manner consistent with the other landscaping on the Lot such that it would appear that a tree had not been located in the place from which it was removed.

In addition to the foregoing, all Lot Owners shall make a good faith effort to leave a privacy buffer, consisting of trees, shrubs, hedges, and the like, located along Lot lines, which buffer will then shield their Lot for other Owner Lots, and *vice versa*.

12. **Subdivision of Lots.** Any Lot may be subdivided or its boundary line adjusted, provided that the Owner complies with all state, county or city ordinances and statutes governing same.
13. **Mobile or Manufactured Homes.** No mobile homes or manufactured homes shall be permitted on any Lot.
14. **Boats, Campers and Travel Trailers.** Boats, campers, travel trailers and the like, may be stored on a Lot in conjunction with a permanent home, but must be properly screened as to be complimentary to the subdivision. Such items shall not be lived in as a second residence, nor shall any such items be parked on any of the private streets within the Property for a period of longer than 72 hours.
15. **Garbage and Refuse Disposal.** No garbage, refuse or rubbish shall be deposited on or left on a Lot unless placed in an attractive container suitably located and screened from public view.
16. **Hunting and Firearms Use.** The discharge of firearms for hunting purposes or for target practice within the area of the Property shall be prohibited.

17. **Private Wells.** Each lot Owner shall drill a private well and operate same at their expense. All such well sites shall be approved, constructed and maintained in accordance with all state, county and local statutes or ordinances applicable to the Lot at which the well is to be located.
18. **Exceptions.** Exceptions to the foregoing restrictions may be approved with the written consent of not less than seventy five percent (75%) of all Lot Owners in the Property, provided that, such consent shall not be effective unless a written memorandum thereof, signed by the required majority of the Lot Owners in the subdivision, is recorded in the office of the auditor for Thurston County.

**Article VIII
Maintenance of Roadway**

The Property has one private roadway which will serve all of the Lots. The cost of the maintenance and repair of this private roadway shall be paid equally by each Owner of a Lot all such maintenance and repair shall be effected pursuant to Articles IX of these Covenants. Lot Owners may levy a special assessment under Article IX for any required maintenance or repair of this private road upon majority vote of the Property Owners. The private roadway is located within the easement area described in Article XI of these Covenants.

**Article IX
Cost Sharing of Lot Owners, Enforcement and Lien Rights**

As set forth elsewhere in this Declaration, each of the Lot Owners shall bear equally certain costs and expenses related to the Property. Such costs and expenses

may include maintenance of the private road as set forth herein, and those costs related to the maintenance of a storm water facility, if any, and shall also include any other miscellaneous, but necessary expenses required to carry out the purposes of this Declaration, as described in Article IV of this Declaration and as may be necessary to enforce the use restrictions described in Article VII of this Declaration. Each Lot Owner agrees to meet with all other Lot Owners at least once annually to determine necessary repairs and improvements or costs, which must be effected pursuant to this Declaration, which may be required generally and specifically in this Declaration, and to estimate the total costs for same. It is generally the desire and intent of each of the Owners and the Declarant that the Lot Owners reach agreement for necessary expenditures by consensus, however, if consensus cannot be achieved, then the repairs and costs shall be established by majority vote, with one vote for each Lot, regardless of the number of Owners of any given Lot. Once the total required cost or expense has been determined, each Lot Owner shall contribute equally their proportionate share on a per Lot basis except in the following circumstance: In the event that any Lot Owner should, by their use of the private road cause it to be subjected to other than reasonable wear and tear and should such roadway be damaged by such use, the individual Lot Owner subjecting the roadway to extraordinary use or wear and tear shall have the obligation to repair the private road to the condition existing prior to such use and all expenses related thereto shall be borne solely by such individual Lot Owner.

In the event that any Lot Owner fails or refuses to pay their proportionate share of costs and expenses required after consensus has been reached or a majority vote has been achieved establishing the need for same, such amount due may become, and the other Lot Owners shall be entitled to record a lien upon the defaulting Lot Owner's property, which lien may be foreclosed in the same manner as mortgages are foreclosed in the State of Washington. In the alternative, the other Lot Owners may pay the proportionate costs on behalf of the defaulting Lot Owner, which sum shall then constitute a contractual obligation on the part of the defaulting Lot Owner owed to the other Lot Owner or Owners who paid same and they may collect this sum, plus attorneys fees and costs as set forth in Article III of this Declaration by an action for money judgment in Thurston County Superior Court.

Notwithstanding the foregoing, a lien shall not be filed of record, unless the defaulting Lot Owner is given written notice of their default, sent both regular and certified mail to the last known address of the defaulting Lot Owner. In the alternative, the written notice required herein may be personally served upon the defaulting Lot Owner. If the defaulting Lot Owner fails to make the required payments for a period of thirty (30) days following receipt of the written notice, then the other Lot Owner or Owners may pay same on behalf of the defaulting Lot Owner or record a lien and enforce same by foreclosure action brought in Thurston County Superior Court.

Each of the Lot Owners covenants and agrees that if any of them fail to perform the acts required by this Declaration or breach same in any way, that money damages will not adequately compensate the aggrieved Lot Owner or Owners, and such aggrieved Lot Owners shall have the right to either seek money damages or the equitable remedy of a decree of specific performance in Thurston County Superior Court.

Article X Amendment

This Declaration may be amended only upon the affirmative written consent of all of the Lot Owners in the Property. Amendments to this Declaration shall become effective upon recording a written memorandum of same at the Thurston County Auditor's Office, unless a later effective date is specified therein.

XI. Easement, for Ingress, Egress and Utilities

A sixty (60) foot wide easement for ingress, egress and utilities for the benefit of all Lots in the Property is delineated on the plat map for the Kaufman Large Lot Subdivision, Thurston County project number 2007100242. No encroachment will be placed within the easement area shown on the Plat, which may damage or interfere with the installation, inspection or maintenance of utilities, if any. As a correlative matter, no encroachment will be placed within such area by any Lot

Owner which would interfere with ingress or egress along or across the private road which will be located within the depicted easement.

The Property which is subject to these Covenants and is part of the large lot subdivision described in Article I of this Declaration abuts and is adjacent to another piece of property to the west with Thurston County Assessor's Tax Parcel Number 139241140000, (presently owned by John M. Kaufman and Gail L. Kaufman, husband and wife), which property further abuts and is adjacent to another piece of property to the north with Thurston County Assessor's Tax Parcel Number 13724410100, (presently owned by Steamboat Development, LLC, which property further abuts and is adjacent to another piece of property to the north, with Thurston County Assessor's Tax Parcel Number 13924440000, (presently owned by John M. Kaufman and Gail L. Kaufman, husband and wife). All of these properties will be served by the private road described by Article VIII and this Article XI, and in addition to the easement for ingress and egress which will be created by filing large lot subdivisions, Declarant further reserves to themselves and grants to the Lot Owners in each property described herein a mutual and perpetual easement across the Property subject to this Declaration and all additional Lots and Owners and the property of John M. Kaufman and Gail C. Kaufman shall have the same rights and obligations as the original Lots in the subject Property.

EXHIBIT "A"

Legal Description for Property

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, LESS ROAD
IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 2 WEST OF W.M. EXCEPTING
THEREFROM THAT PORTION CONVEYED TO SCHOOL DISTRICT NO. 55 IN
DEED RECORDED JUNE 19, 1909 UNDER FILE NO. 44227.

IN THURSTON COUNTY, WASHINGTON

TAX PARCEL NUMBER 129-19-330000