PROTECTIVE COVENANTS APPLICABLE TO AND  
FOR RECORDINGS AS AGAINST

WEDGEWOOD MANOR

LEGAL DESCRIPTION

Wedgewood Manor as recorded in Vol., 17, Page 25, records of Thurston County, Washington.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being over the age of eighteen years, in a corporation for the purposes hereinafter set forth, pursuant to the Washington Non-Profit Corporation Act, being specifically Chapter 24.03 of the Revised Code of Washington, do hereby covenant and agree with each other, to keep all the covenants hereinafter set forth and which are herby made applicable to the foresaid real property known as Wedgewood Manor, Divisions 1, 2, and 3, and said covenants shall be binding upon the owners thereof to the extent provided in such covenants and subject to which covenants all of such property shall be owned, held, used, occupied and developed.

The following restrictions and limitations are hereby imposed upon the entire tract of land platted herein:

ARTICLE 1 MAINTENANCE AND ASSESSMENTS

1. Each member for each lot owned, within Wedgewood Manor, Divisions 1, 2, 3, hereby convents, and each lot owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them
2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.
3. Beginning June 1, 1997, the annual assessment shall be Thirty-Five Dollars ($35.00) per voting membership.
   1. From after June 1, 1997, the annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.
   2. From and after May 1, 1998, the annual assessment may be increased each year above five percent (5%) only by a vote of two-thirds (2/3) of the membership who are voting in-person or by proxy, at a meeting duly called for this purpose.
4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the membership present, whether voting in-person or by proxy at a meeting duly called for this purpose.
5. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph D above shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
6. Both annual and special assessments must be fixed at the uniform rate for all lots and may be collected on a monthly basis upon approval of the Board.
7. The annual assessments provided for herein shall commence as to all lots on the first of May following approval of this change. The Board of Trustees shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demands, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 6 percent (6%) per annum. The Association may begin an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for hererin by non-use of the Common Area or abandonment of his/her lot.
9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE II

1. LAND USE AND BUILDING TYPE. No lot shall be used for any purpose other than residential. No building shall be altered, erected, placed, or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two stories in height, and a private garage or carport. No lot within said plat shall be divided for any purpose save and except for the purpose of increasing the size of building sites by providing two building sites from three lots. No more than one residence shall be constructed on any lot.
2. ARCHITECTURAL CONTROL. No building or other permanent structure shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and so to location with respect to topography and finished grade elevation. In any case where the restrictions and covenants herein set forth cannot be complied with because of land limitations or the purview of these covenants so far as possible and the architectural control committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plan of development. No fence or wall shall be erected, placed, or altered on any lot near to any street than the maximum set back line unless similarly approved, nor shall any fence be erected at a height of more than five feet.
3. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or to the side street line or a corner lot, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot line nearer than 25 feet to the rear lot line or nearer than 9 feet to any side lot line. For the purpose of this covenant, chimneys, stops, eaves, gutters, bay, bow, or oriole windows, uncovered porches, or paved terraces shall not be considered to be part of the building; provided however, that no such appendage to a building with the exception of a paved terrace, shall be permitted within 6 feet to any side lot line, or shall this provision be construed to permit any portion of a building on a lot to encroach upon any other lot.
4. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, and walkways are reserved as shown on the recorded plat.
5. BUSINESSES. No type of business shall be conducted on any lot or within any dwelling or structure that is visible to the public view. No forms of advertising shall be allowed that is visible to the public view.
6. SIGNS. No sign of any kind shall be displayed to the public view on any lot, building, or structure, except signs used by a builder to advertise property during construction; by a home owner or his designated representative advertising for sale or rent; by the Developer for any purpose deemed appropriate.
7. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge, or shrub planning which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines, and a line connecting them to points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street line extended. The same sign line limitation shall apply to any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such line.
8. UTILITY SERVICES. All permanent utility services and connections thereto within the subdivision shall be provided by underground service exclusively.
9. 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.
10. TEMPORARY STRUCTURES. No structure of a temporary character, basement, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
11. COMPLATION OF STRUCTURES. All buildings commenced on any lot shall be completed not later than one year after construction is commenced.
12. MOBILE HOMES AND TRAVEL TRAILERS. No mobile home or travel trailer shall be permanently located on any such lot, nor shall any mobile home or travel trailer be parked on any of the streets within the subdivision for a period longer than 24 hours.
13. 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 ordinary household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.
14. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. Al incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage shall be disposed of by burning.

ARTICLE III ARCHITECTURAL CONROL COMMITTEE

1. MEMBERSHIP. The architectural control committee shall be composed of members appointed by the Board of Trustees. Time served, changes to membership, withdrawal from and the powers and duties of such members shall be designated by the Board of Trustees. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
2. PROCEDURE. The committee’s approval or disapproval as required in these covenants shall be in writing. In exercising the discretionary powers granted to the committee the committee shall, at all times, exercise its powers in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations which shall apply uniformly to said subdivision if it shall determine that such regulations are necessary with respect to the enforcement of these covenants. In the event the committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within 30 days after the submission thereof, or in any event, if not 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 IV MODIFICATION OF COVENANTS

1. These covenants may be modified by a vote of two-thirds of the membership, included within Wedgewood Manor and any subsequent division of Wedgewood Manor which may have been platted from time to time.

ARTICLE V TERM, ENFORCEMENT AND CONSTRUCTION

* 1. TERM These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of 15 years from the date these covenants are recorded, and after said time, said covenants shall be automatically extended for 3 successive periods of 10 years each unless an instrument signed by two-thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
  2. 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.
  3. SERERABILITY. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Amended and adopted by the Board of Trustees of

WEDGEWOOD MANOR HOMEOWNERS ASSOCIATION this  ***25th***

day of ***NOVEMBER, 1996***

ASSOCIATION OFFICERS:

President: Margaret Council

Vice-president: Elaine Bennett

Secretary: Jack Richards Sr

Treasurer: James Stanton III