

Quadrant Corp.
800-156th N.E.
Bellevue, Wa.
98007

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THURSTON COUNTY
OLYMPIA, WASH.
JUN 25 2 47 PM '73
REQUEST OF Quadrant
C. WESLEY LEACH, AUDITOR
B. m. DEPUTY

PROTECTIVE COVENANTS OF CLEARWOOD
DIVISION IX

I DEFINITIONS

1. The Quadrant Corporation: means The Quadrant Corporation, a Washington corporation with its principal office in Bellevue, Washington, the developer of Clearwood, Division IX and successor in title to Weyerhaeuser Properties, Inc., the developer of Clearwood Division I, Division II, Division III, Division IV, Division V and Division VI, and includes persons succeeding to The Quadrant Corporation's interest as developer.

2. Community Park and Recreational Facilities: means tracts in Clearwood, Division IX, which, on the recorded plat thereof, are identified by Arabic numbers, namely tracts 93, 94, 95, 96 and 97, and which are hereby designated and set aside as community park and recreation facilities.

3. Common Areas: means, collectively, community park and recreational facilities, the drainage, utility and walkway easements and the private roads identified and described on the recorded plat of Clearwood, Division IX, and the drainage and utility easements described in Article IX, Section 14 hereof, all of which are hereby designated and set aside for the common use, enjoyment or benefit of the residents of Clearwood, as defined in the bylaws of the Association.

4. Platted Residential Lots: means lots in Clearwood, Division IX, which are herein designated for residential use and identified by Arabic numbers 1 to and including 92 on the recorded plat thereof.

5. Residential Lots: means lots in Clearwood, Division IX, now or hereafter designated for residential use, including such as result from the subdivision of platted residential lots. It also includes platted residential lots.

6. Clearwood IX: means Clearwood, Division IX, as defined and described on the plat thereof recorded at p 29-30 of Volume 18 of Plats in the Land Records of Thurston County, Washington, as from time to time amended.

7. Association: means Clearwood Community Association, Inc., a Washington corporation organized under the Private Business Corporation Act.

II RECITALS

1. The undersigned, The Quadrant Corporation, owns certain land in Thurston County, Washington, on which it has established a residential district known as Clearwood, Division IX, by plat recorded at p 29-30 of Volume 18 of Plats in the Land Records of Thurston County.

2. The Quadrant Corporation, is about to sell the platted residential lots in said district and desires to subject each of them to certain uniform protective covenants and restrictions for the benefit of all other residential lots in Clearwood IX and their owners, purchasers

and other lawful occupants, the Association and The Quadrant Corporation's retained land in the vicinity.

3. Clearwood IX is designed to be a community with permanent parks, open spaces and other common facilities designed to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.

4. The Association has been organized under the Washington Private Business Corporation Act to acquire, hold and maintain in accordance with its bylaws as from time to time amended the common areas in said community and, through its Architectural Control Committee and other proper officers, to interpret and enforce the protective restrictions and covenants hereby established.

III GENERAL PROVISIONS

1. All land in Clearwood IX except common areas shall be acquired, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all residential lots and their respective owners, purchasers and other lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquired any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in Clearwood Division IX, including the Association, against any person who shall violate or attempt or threaten to violate them.

3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants of Clearwood, Division IX", and fee number 892542 of the Auditor of Thurston County under which they are recorded.

IV WATER WELLS

No individual water well shall be permitted in Clearwood IX and each water user must be connected to the central water system.

V SIGNS AND DEVELOPMENT ACTIVITIES

1. No sign of any kind shall be displayed to the public view in Clearwood IX except the following:

- (a) one sign for each residential lot of not more than two square feet identifying occupants;
- (b) one sign of not more than five square feet advertising a residential lot for sale or rent;
- (c) signs used by The Quadrant Corporation, or its agent, to advertise the property during the sales period; and
- (d) commercial signs in areas designated for commercial use.

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2. No sign of any kind shall be displayed to public view in Clearwood Division IX unless and until its coloring, design and location have been approved by the Architectural Control Committee.

3. Nothing in these protective covenants shall prohibit The Quadrant Corporation, or its agent, from constructing, maintaining and occupying sales offices in Clearwood IX during the sales period. Such sales offices may be moved from lot to lot if the occasion demands.

VI ANIMALS

No domestic animal or fowl of any kind shall be kept, quartered or maintained in Clearwood IX at any time except:

(a) Dogs, cats or other household pets may be kept on a noncommercial scale by owners of residential lots.

(b) Domestic animals or fowl may be kept on a noncommercial scale by owners of residential lots that are greater than one and one-half acres in size.

Notwithstanding the foregoing, no animal of any kind may be kept or quartered in Clearwood IX if its presence produces a common-law private nuisance.

VII REFUSE, SEWAGE, RUINS AND REMAINS

1. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of or permitted to remain on any land in Clearwood IX, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, ashes, refuse, ruins and

other remains. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view.

2. No sewage disposal system of any kind shall be permitted in Clearwood IX unless it is designed, located, constructed and maintained in accordance with the requirements and standards of the proper government authorities. The use of privies or other pit toilets is prohibited.

VIII CLEARWOOD COMMUNITY ASSOCIATION, INC.

1. Every conveyance or other transfer of land in Clearwood IX or interests therein shall be subject to the articles of incorporation and bylaws of the Association as from time to time amended. Every grantee or purchaser of an interest in land in Clearwood IX agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said articles and bylaws; faithfully to perform all obligations thereby imposed upon him; and in particular, to pay such general assessments as the Association may from time to time, in accordance with said bylaws and for the purposes therein specified, levy.

2. If any person in control or possession of any residential lot breaches or fails to perform any of these covenants, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner or other person in control or possession by means of a special assessment.

3. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorneys' fees, shall be a personal obligation of the assessee which the Association may enforce by court action. They shall also constitute a lien upon the assessee's interests in land in Clearwood IX. This lien shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of assessment.

4. The Quadrant Corporation may convey any common area to the Association during or after the close of the sales period and shall convey any common area to the Association within five years after the plat reserving it is recorded, or at such earlier time as The Quadrant Corporation is satisfied that (i) the Association is able to maintain such areas, and (ii) its interest as developer will not be prejudiced by the conveyance. The conveyance of private roads may be subject to utility easements and, if The Quadrant Corporation so determines, to reservation of such permanent and assignable easement and access rights in favor of The Quadrant Corporation as are reasonably necessary to permit access to, and development and sale of, its retained lands. Any such easement shall be subject to reasonable regulation and assessment by the Association to cover the holder's fair share of road maintenance expenses.

IX BUILDING AND LANDSCAPING RESTRICTIONS

1. Only single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on the residential lots in Clearwood IX. The use of mobile homes as permanent residences is prohibited.

2. No construction shall be started without first obtaining a building permit from the proper governmental authority. All buildings shall conform to the specifications of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

3. Each single-family residence shall contain a minimum of 600 square feet, exclusive of second floors, open decks, garages, covered carports, sheds, or other appurtenances or outbuildings.

4. Buildings on residential lots shall be simple, well-proportioned structures. Exterior finishes shall have a flat, no-gloss appearance, and colors shall tend to dark greys, grey-greens and browns. Exterior trim shall be stained or painted to complement the finishes they adjoin.

5. Buildings on residential lots shall have roof eaves and rake overhangs of not less than 24 inches. The Architectural Control Committee may, upon application, grant exemptions from this requirement to applicants who establish, to the satisfaction of the Architectural Control Committee, that the building designs desired by them are aesthetically as appealing, as suited to climatic conditions and as compatible with the over-all character of Clearwood (as defined in bylaws of the Association) as buildings having roof eaves and rake overhangs of not less than 24 inches.

6. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors:

- (a) quality of workmanship and materials;
- (b) harmony of external design and finish with the topography and with existing structures;
- (c) the effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the Committee's duty to give the maximum protection to such views which may be reasonable under the circumstances; and
- (d) all other factors which the Committee may in its sole discretion, deem to affect the desirability or suitability of the proposed structure or alteration.

Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under Section 1 of this Article IX, and if they are complementary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

7. No landscaping work, including the removal of natural trees, shrubs, brush and other ground cover, shall be undertaken on any residential lot unless and until the plans for and/or specifications of such work shall have been submitted to and approved by the Architect-

ural Control Committee. It shall be the Committee's responsibility to assure that the landscaping of each residential lot is in harmony with its environment and the over-all character of Clearwood.

8. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within thirty days of submission to the Committee or its duly appointed representative and shall be in writing. The Committee shall mail a copy of its decision to the owners and purchasers of all other residential lots in Clearwood, Division IX, which are in whole or in part located within 300 feet of any boundary of the applicant's lot. Any owner or purchaser aggrieved by Committee action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten days of the Committee's mailing of its decision, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen days after such meeting.

9. Minimum side yards and set-back distances are to be those specified by the proper governmental authorities, including the Architectural Control Committee, and as shown on the plats.

10. The exterior of any buildings shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle.

11. No fence, hedge or boundary wall shall be located closer to the street than the minimum building set-back line. No fence, hedge or boundary wall situated anywhere on a residential lot shall have a height greater than six feet above the finished grade surface of the ground, and in no event shall any fence, hedge or boundary wall be maintained or permitted to remain at a height that unreasonably impairs the view from any other lot. No trees or bushes, other than those presently existing in Clearwood IX shall be permitted to attain a height that would unduly impair the view from any other lot.

12. Adequate off-street parking for at least two cars shall be provided on each lot.

13. The use of tents, campers or travel trailers not exceeding 20 feet in length shall be permitted on residential lots (whether now platted or not) during the one year construction period. Such use shall also be permitted on weekends and during vacation periods but only while actually and continually occupied by the lot owner or lot purchaser, his family or his guests.

14. Easements for drainage, utilities, walkways, driveways and access roads are reserved as shown on the face of the plat. In addition, five-foot wide drainage and utility easements are reserved within and along the front and back property lines of all lots and two and one-half foot wide drainage and utility easements are reserved within and along the sidelines of all lots.

15. All driveways shall be constructed to prevent the flow of surface water onto the street. All driveway crossings over drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein. Such

culverts shall be concrete pipes eight-inches in diameter and shall be installed at a depth sufficient to permit an unobstructed water flow in the ditch. The owner or other person in control or possession of the driveway shall keep the culvert under it unobstructed and in good operating condition.

X REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control. No objects foreign to the Clearwood environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

XI ENFORCEMENT OF COVENANTS

Any violation of covenants appearing in Articles IV, V, VI, VII, VIII, and X shall be considered to be a nuisance and the Association or its duly appointed representative shall have the right upon fifteen days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner or other person in control or possession. The Association, its duly appointed representative, or any person owning land in Clearwood IX may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefor. The Association or any person bringing such an

action shall be entitled to recover from the violator any reasonable attorneys' fees, court costs and other costs reasonably incurred, which costs shall constitute a lien upon the violator's land in Clearwood IX or interest therein.

XII DURATION OF PROTECTIVE COVENANTS

These protective covenants shall be binding upon all persons owning land in Clearwood IX until September 1, 1990, at which time these protective covenants shall be automatically extended and renewed for successive periods of ten years, unless by vote the persons owning a majority of the residential lots in Clearwood IX agree to change the covenants in whole or in part.

XIII SEVERABILITY

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

DATED THIS 6th day of June, 1973.



THE QUADRANT CORPORATION

By Dick Willard
Dick Willard
President

ATTEST:

Steve Willard

Steve Willard, Member Board of Directors, Clearwood Community Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6th day of June, 1973, before me personally appeared DICK WILLARD, to me known to be the President of 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.

Sally A. Schoening
Notary Public in and for the State
of Washington, residing at Bellevue

