

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR THE PLAT OF GREENFIELD PHASE I & II

This Declaration, made this 15th day of December, 1997, an amended on January 11, 1998 by Washington residents Robert D. Hilden and Ardith M. Hilden, Husband and Wife, hereinafter called the "Developer."

GREENFIELD HOMEOWNERS ASSOCIATION OF Olympia

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscaped entry areas and other residential amenities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscaped areas, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developer will incorporate under the laws of the State of Washington, a non-profit corporation, the Greenfield Homeowners Association, for the purpose of exercising the functions aforesaid:

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

- A. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Declar



1998 CITY OF OLYMPIA 003 COV \$24.00

3137434
Page: 3 of 17
02/26/1998 02:44P
Thurston Co, WA

1. "Association" shall mean and refer to the GREENFIELD HOMEOWNERS ASSOCIATION.
2. "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
3. "Common Maintenance Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties that are maintained by the Association for the common use and enjoyment of the owners of the properties. "Common Maintenance Areas" shall include:

All landscaping and entry way fencing along Hoffman Road, all sodded and treed areas between the sidewalk and Hoffman Road, the underground and surface irrigation system, all water retention ponds and ditches known as tract "B" of Greenfield Division I and Tract A of Greenfield Division II, and also included are all street and decorative trees within the "Greenfield Tree Plan", all mailboxes, stands, and enclosures within the boundaries of Greenfield, and all street lighting and stormwater facilities not belonging to the City of Olympia within the plat.

NOTE: All other decorative trees within the lot on property lines and included in the Greenfield Tree Plan shall belong to the property owners of each lot but cannot be removed or cut down without permission from the City of Olympia.

4. "Lot Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any lot, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
5. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article V, Section A, hereof.

ARTICLE II DESCRIPTION OF REAL PROPERTY

The real property on which the buildings and improvements of the several phases provided for in this Declaration are located or are to be located is described in subsection A below.

Decl



3137434
Page: 4 of 17
02/26/1998 02:44P
Thurston Co, WA

ADDITIONS THERETO

- A. **EXISTING PROPERTY.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Thurston County, Washington, and is more particularly described as follows:

Greenfield Division I

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S 01°13'58" W ALONG THE CENTERLINE OF HOFFMAN ROAD FOR 66.01 FEET; THENCE N 87°41'04" W FOR 180.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE N 87°41'04" W FOR 220.43 FEET; THENCE S 01°14'44" W FOR 171.77 FEET; THENCE N 87°41'12" W FOR 105.02 FEET; THENCE S 01°14'44" W FOR 81.79 FEET; TO A CURVE, THE RADIUS POINT OF WHICH IS LOCATED AT A BEARING OF S 88°45'16" E, 20.00 FEET DISTANT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°40'56", FOR A DISTANCE OF 25.02 FEET, TO A POINT ON A CURVE, THE RADIUS POINT OF WHICH IS LOCATED ON A BEARING OF S 19°33'48" W, 50.00 FEET DISTANT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°15'19", FOR A DISTANCE OF 102.32 FEET; THENCE S 01°14'44" W FOR 14.29 FEET; THENCE S 88°45'16" E FOR 40.00 FEET; THENCE S 01°14'44" W FOR 110.87 FEET TO THE PLAT OF KEMPTON DOWNS; THENCE N 87°46'13" W FOR 230.04 FEET ALONG THE BOUNDARY LINE OF THE PLAT OF KEMPTON DOWNS; THENCE S 87°34'58" E 632.26 FEET TO THE WESTERLY MARGIN OF HOFFMAN ROAD; THENCE S 01°13'58" W FOR 909.88 FEET ALONG THE WESTERLY MARGIN OF HOFFMAN ROAD; THENCE N 87°41'04" E FOR 150.00 FEET; THENCE S 01°13'58" W FOR 150.03 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 17.29 ACRES, MORE OR LESS, SITUATE IN THURSTON COUNTY, STATE OF WASHINGTON.

Greenfield Division II

TRACT C OF THE PLAT OF GREENFIELD DIVISION ONE (AF# 3087309 RECORDED ON MAY 7, 1997)

SITUATE IN THURSTON COUNTY, STATE OF WASHINGTON.

- B. **ADDITIONS TO EXISTING PROPERTY.** Additional lands may become subject to this Declaration in the following manner:

1. Mergers. Upon a merger or Consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocations, change or addition to property, amendments to tree maintenance or stormwater/common area tract maintenance except as hereinafter provided.

ARTICLE III RESIDENTIAL AREA COVENANTS

A. LAND USE AND BUILDING TYPES

All building sites on "the properties" shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than on detached single family dwelling not to exceed two (2) stories in height, a private garage for no less than two (2) cars, guest house, and other outbuildings incidental to residential use of the premises.

B. BUILDING LOCATION

No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When regulations of the governing jurisdiction requires a larger set back, the larger set back shall control.

C. EASEMENTS

Easements for installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the recorded plats of Division I and II of Greenfield. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Decl:



10000

CITY OF OLYMPIA 488 006 COU

\$24.00

3137434

Page: 6 of 17

02/26/1998 02:44P

Thurston Co, WA

D. 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.

E. TEMPORARY STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for more than fourteen (14) days during the construction period.

F. CONSTRUCTION PERIOD

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

G. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. Political yard signs of not more than five square feet are allowed.

H. ANIMALS AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are not allowed to roam unattended.

I. GARBAGE

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers out of view from the front or sides of the house except in sanitary containers out of view from the front or sides of the house except for those collections days when the disposal service picks up. And then for no more than twelve (12) hours at any one time can the garbage containers remain in view from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Lots 11-16 must place garbage containers on the garbage pad located west of the private road along 22nd Avenue SE on designated collection days only. No garbage collection vehicle will enter the private road easement.



J. FENCES

Fencing in Greenfield Subdivision shall be constructed of cedar panels, 2x4 trim and 4x4 posts that are pressure treated. The design shall be the same used in Kings Court and Redwood Estates Subdivisions to include the top decorative piece. In all cases, fences must conform to preceding design and City standards. No fence, wall or hedge shall be permitted to extend nearer to any street than the minimum setback line. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

K. ROOFING MATERIALS

Roofing materials shall consist of cedar shakes, 25 year designer composition shingles, concrete/brick tile, or equal as approved by the Architectural Control Committee.

L. CAMPERS, TRAILERS, AND RECREATION VEHICLES

The keeping of a boat, boat trailer, camper, mobile home, automobile, recreational vehicle or travel trailer, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 20 feet to the front lot line or to any side street line; provided, however, that such personal property of vehicle shall be adequately screened and/or within a structure which has been architecturally approved by provision of Article IV.

M. ANTENNAS

There shall be no exposed antennas on roof and no satellite dishes permitted, on or off the roof, with a diameter over 2 feet.

N. LANDSCAPING

All lots shall be landscaped including sod or seeded lawn for at least 70% of available front and side areas of residences. Front and sides shall be totally landscaped with shrubs at owners discretion and shall be completed before occupancy permit is applied for. Any street trees and all trees in common areas shall be maintained (water, fertilizer, pruning, etc.) by the Greenfield Homeowner's Association. If any said trees die, the Homeowners Associations shall be responsible for replacing said tree(s) with a comparable species, size and quality.

O. GARAGE AND GARAGE DOORS

No garage shall be less than a two-car garage. No garage door facing the street shall be less than 8 feet wide. Garage doors facing the street shall remain closed at all times.



except when necessary for those times when the homeowner is entering or leaving the garage or working out front.

P. SIDING

T1-11 is not acceptable on the front of residence. Lap siding or greater must be used on front of residence. Also, all gable ends shall have lap siding to at least the edge of gable line.

Q. YARD LIGHT

Each residence shall have a pole yard light with photo censor, set back from City sidewalk at a 10 foot minimum. The pole shall be brick or black in color.

R. MAILBOXES

All mailboxes will be the same color and style.

S. WINDOWS

Windows facing the street shall be gridded windows or have prior approval of Architectural Control Committee.

T. COLOR

All exterior house colors shall be approved by the Architectural Control Committee.

U. SQUARE FOOTAGE

The minimum square footage for a one-story rambler shall be 1450 square feet, not including garage. For two-stories it shall be 1,550 square feet, unless otherwise approved by Architectural Control Committee.

V. TREE MAINTENANCE AND REMOVAL

No trees within the tree plan of Greenfield, whether original or planted, shall be removed or cut down without the approval of the Olympia City Forester. The Homeowner's Association shall be responsible for pruning, vine removal, or other cultural practices for the trees designated for preservation in the tree protection and replacement plan on file with the City of Olympia. The Homeowner's Association shall maintain trees planted in compliance with the approved tree plan to ensure their survival and growth.

Doc



3137434
Page: 9 of 17
02/26/1998 02:44P
Thurston Co, WA

1998 3367 06488 009

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of two (2) or more representatives appointed by the Board of Directors of the Association.

The initial Architectural Control Committee shall be composed of the following: Robert Hilden, Ardith Hilden, and a representative of Skillings-Connolly, Inc.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until June 1, 1999.

After this date the authority of the Architectural Control Committee shall automatically transfer to the HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

- A. No outbuilding or structure of any kind may be started on a platted residential lot before construction of a permanent residence.
- B. No construction of a dwelling may be started on a platted residential lot without first obtaining:
 - Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to these covenants.
 - Each single family residence on a platted residential lot shall contain a minimum floor area of 1,450 square feet for one story, exclusive of open decks (covered or uncovered), garages, covered carports, sheds or outbuildings, and 1,550 square feet for two stories, unless otherwise approved by Architectural Control Committee.

The majority of the Architectural Control Committee may designate a representative to act for it. Any time, the then record owners of a majority of the lots shall have the power through a duly

Decl



1998

CITY OF OLYMPIA

COV

\$24.00

3137434

Page: 10 of 17

02/26/1998 02:44P

Thurston Co, WA

recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owner's use of his property, and such determination shall be conclusive. 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, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with City of Olympia, procedures and regulations.

The Association shall hold the committee members harmless from any actions taken (or actions not taken) under any section of this declaration. By purchasing a lot in Greenfield the owners agree that, to the extent permitted by the law, no member of the committee shall have any liability to the owners of the association for any actions taken or any actions not taken while acting as the Architectural Control Committee under this declaration.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. The Association shall have one class of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be executed as they determine, but in no event shall more than one vote be cast with respect to any lot.

C. The Association shall have the right to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

D.



3137434

Page: 11 of 17
02/26/1998 02:44P
Thurston Co, WA

1998 0267 05488 011

ARTICLE VI

MAINTENANCE OF LANDSCAPED EASEMENTS AND LANDSCAPED AREAS INCLUDING STORMWATER TRACTS & EASEMENTS WITHIN THE PLAT OF GREENFIELD

- A. **RESPONSIBILITY FOR COMMON MAINTENANCE AREAS.** It shall be the responsibility of the Association to maintain landscaped areas and storm drainage control areas within the plat of Greenfield herein described as Common Maintenance Areas. The Association shall be responsible for the maintenance of Tracts A and B of Division I and Tract A of Division II in accordance with the stormwater maintenance agreement executed and on file with the City of Olympia. Tracts A and B shall be used and maintained by Greenfield Division I lots and Division II lots.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

- A. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The developer for each lot owned by it within the properties hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:
1. Annual assessments or charges;
 2. Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.
- B. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and the maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Maintenance Areas, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.
- C. **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** The initial annual assessment shall be \$100.00 per year per lot from and after January 1, 1998 for Division I, and January 1, 1999 for Division II. From and after the annual assessment may be



increased or decreased by a two-thirds (2/3) majority vote of the members, as hereinafter provided, for the next succeeding members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period for three (3) years for each succeeding period of three (3) years starting in 2001.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

- D. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authored by Section C 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 purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Sections C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of voting members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section c hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is, authorized to participate under its Articles of Incorporation and under Article II, Section B (1) hereof.
- F. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS D AND E.** The quorum required for any action authorized by Sections D and E herein shall be as follows:

At a meeting called, the presence at the meeting of members or of proxies entitled to cast fifty (50) percent of all the votes of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections D and E, and required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting, but not less than three (3) votes, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Declai



3137434
Page: 13 of 17
02/26/1998 02:44P
Thurston Co, WA

1998 CITY OF OLYMPIA 00488 013 COU \$24.00

G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall commence on January 1, 1998 for Division I.

The annual assessments provided for herein shall commence on January 1, 1999 for Division II.

The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The due date of any special assessments under Section D hereof shall be fixed in the resolution authorizing such assessments.

H. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot of each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be open to inspection by any owner.

Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

The Association shall use a receipt to each owner upon payment of assessment, setting forth whether said assessment has been paid. Such receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the owner receiving it.

I. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then such assessment shall become delinquent and shall, together with such interest thereupon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, their heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation until paid in full.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or the foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

De



3137434

Page: 14 of 17
02/26/1998 02:44P
Thurston Co, WA

1998 3137 10488 014

J. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of mortgages now or hereafter placed upon the properties and shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

H. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessment charge and lien created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
2. All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VIII

GENERAL PROVISIONS

A. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner or any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of an action taken. There will be one instance where this duration and voting power will be null and void. That is in regard to the covenants, conditions, restrictions and reservations for the plat of Greenfield; it is hereby noted that the Greenfield Homeowners Association does not have the voting authority to rid themselves of the obligation to maintain the stormwater system including the water retention pond as well as the bike and pedestrian walks.

B. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Dec



3137434
Page: 15 of 17
02/26/1998 02:44P
Thurston Co, WA

1998

CITY OF OLYMPIA
3367 06488 015 COU

\$24.00

- C. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be any proceedings at law or inequity against any person or persons violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed or waiver of the right to do so thereafter.
- D. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
- E. **AGREEMENT TO MAINTAIN.** Stormwater facilities and to implement a pollution source control plan by and between the City of Olympia and the Developer, agreement attached, hereinafter called "Exhibit A".



Developers:

Robert D. Hilden

Robert D. Hilden - Owner / Developer
2606 S. Fir Street
Olympia, WA 98501

Ardith M. Hilden

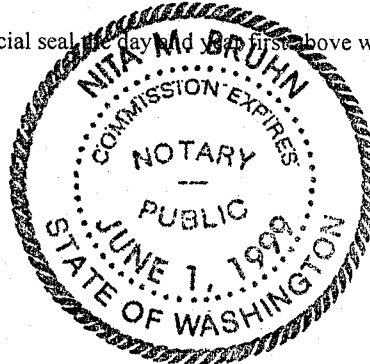
Ardith M. Hilden
2606 S. Fir Street
Olympia, WA 98501

STATE OF WASHINGTON)
) S.S.
County of Thurston)

On this 18th day of February, 1998, before me personally appeared Robert D. Hilden
known to be the individual(s) described herein and who executed the within and foregoing instrument and acknowledged that
they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Nita M. Bruhn
Notary Public in and for the State of Washington
Residing in Thurston County
My appointment expires June 1, 1999



STATE OF WASHINGTON)
) S.S.
County of Thurston)

On this _____ day of _____, 1997, before me personally appeared _____
known to be the individual(s) described herein and who executed the within and foregoing instrument and acknowledged that
_____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington
Residing in _____
My appointment expires _____

Decla



3137434
Page: 17 of 17
02/26/1998 02:44P
Thurston Co, WA