

DRAFT Wilderness Property Homeowners Association

Proposed Revised Covenant

Protective Covenants – Plat of Wilderness and Wilderness Divisions 2-14; And all future contiguous divisions of the Plat of Wilderness

(as amended X)

A. IDENTIFICATION OF PLATS of WILDERNESS:

The property to which the covenants pertain is known as PLAT OF WILDERNESS described as the Plat of Wilderness as recorded in Volume 17 of Plats, page 73, Wilderness Divisions 2-14, inclusive consists of the property described in the Plat of Wilderness: Division 2, Volume 17 of Plats, page 91; Division 3, Volume 18 of Plats, page 7; Division 4, Volume 18 of Plats, page 8; Division 6, Volume 18 of Plats, page 38; Division 6A, Volume 18 of Plats, page 52; Division 7, Plat of Wilderness in Volume 18 of Plats, page 37; Division 8, Plat of Wilderness in Volume 18 of Plats, page 62; Division 9, Plat of Wilderness in Volume 19 of Plats, page 17; Division 10, Plat of Wilderness in Volume 19 of Plats, page 51; Division 14, Plat of Wilderness in Volume 19 of Plats, page 84; and all future contiguous divisions of Plat of Wilderness, Records of Thurston County, State of Washington.

B. PURPOSE AND VISION OF PROTECTIVE COVENANTS

Wilderness, as supported by a true majority of all of the lot owners of the property known as PLAT OF WILDERNESS, should remain an attractive, healthy, sustainable and uniformly developed neighborhood where the residences and properties are maintained by its lot owners to contribute positively to the desirability and enjoyment of the neighborhood. As homeowners and lot owners in the Plat of Wilderness and Wilderness Divisions 2-14, we commit to continue to support the aesthetics, desirability and livability which makes Wilderness a wonderful place to live.

In order to provide for the attractive, healthy and sustainable development and maintenance of Wilderness, we the lot owners of all the real property described above as Wilderness Divisions 2-14, agree to abide by all the covenants which work in tandem with the bylaws.

C. WILDERNESS PROPERTY OWNERS ASSOCIATION

Purchase of any lot within the Plat of Wilderness, as described herein, subjects the purchaser thereof to the supervision and control of WILDERNESS PROPERTY OWNERS ASSOCIATION, a Washington non-profit corporation. Purchase of any such lot constitutes membership in said corporation for the period of ownership of said lot. A copy of the Articles of Incorporation of said corporation is recorded herewith and by this reference made a part hereof.

D. DEFINITIONS

- “Accessory Building” means a structure detached from the dwelling located on the same lot and customarily incidental and subordinate to the dwelling. Any part of the dwelling which shares a common wall and roof is considered a part of that building. A building or portion thereof is not considered attached if the attachment is by a covered breezeway.
- “Architectural Control Committee” means the committee comprised of three members and appointed by the President to review and approve or disapprove plans for structures and improvements to buildings or lots (see Bylaws Article 3)
- “Association” means the Wilderness Property Owners Association, a non-profit corporation organized under the Revised Code of Washington State.
- “Board of Directors” means the Board of Directors of the Association.
- “Bylaws” means the bylaws enacted by the Wilderness Property Owners Association for the governance of the Association.
- “Community areas” means those areas dedicated solely to the purposes of providing recreation greenbelt and playground areas and pathways to the lot owners or residents of The Plat of Wilderness; no other purpose, no matter how temporary, will be permitted.
- "Consumer Fireworks" means any composition or device, in a finished state, containing any combustible or explosive substance for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and not included within the definition of display fireworks or small firework devices, as set forth in this section.
- “Lot” means an individual division of land indicated on the recorded plat that is not part of the community area and is under one ownership.
- “Lot owner” a person holding legal title to a lot other than a lender with a security interest in the lot.
- “Novelty devices” means those devices commonly referred to as trick and novelty devices, including such items as snakes, glowworms, trick noise makers, party poppers, snappers or pop-its, paper caps containing not more than 25/100 grains of explosive compound for each cap, trick matches or similar devices. Such term also includes combustibles used in auto burglar alarms.
- “Nuisance animals” means an animal that habitually or continually disturbs the peace of any individual or neighborhood by making noise or a disturbance.

- “Political signs” means signs expressing support for candidates or promoting a position on ballot measures and initiatives.
- “Single-family dwellings” mean a dwelling of no less than 1,700 square feet of living space, excluding garage.
- “Trailers” means all forms or trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of person or objects, and specifically including all automobiles, buses, trucks, cars, vans, trailers and mobile homes even though they may be at any time immobilized in any way and for any period of time of whatever duration.

E. RESIDENTIAL AREA COVENANTS

E.1 Buildings and Structures Requirements

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than three cars; provided, that, the allowance of accessory buildings shall be at the sole discretion of the Architectural Control Committee. Prior approval of the Architectural Control Committee is required. Buildings will not exceed two stories in height.

All driveways shall be completely paved to the county road. No outdoor incinerators will be permitted.

No structures of a temporary character, including but not limited to, trailers, basement houses, tents, garages, barns, or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently.

E.1.a All Lots Within Division 7, and Lot 108 within Division 8

No lot shall be used except for residential purposes. Notwithstanding the foregoing, no building shall be erected, altered, placed or permitted to remain on any lot other than single-family or duplex-family dwellings, and a private garage for not more than two cars for each unit of duplex-dwelling and not more than three cars for a single-family dwelling. Buildings shall not exceed three stories in height; provided, however, that as regards Tract A and Lots 1 and 2 of Division 7, the restriction of a single-family or duplex-family dwelling shall not apply, and a higher density than duplex-family dwellings shall be allowed.

E.2 Land Use and Easements

No lot shall be used except for residential purposes. No trade, craft, business, profession,

commercial or manufacturing enterprise, or business or commercial activity of any kind, which is visible to the public view, shall be conducted upon any residential lot, or within any building located upon a residential lot, nor shall there be permitted upon a residential lot any goods, equipment, trucks (including trailers or other accessories to said trucks) exceeding a manufacturer's rating of one ton, or any material or supplies used in connection with any trade, service, or business. No building or residential lot shall be used for short-term rental, such as "Airbnb", "VRBO", etc.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

E.3 Nuisances

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E.4 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 the property during construction, by a home owner or his designated representative advertising for sale or rent, or political signs. Lot owners may display political signs on their lot before any election. Political signs shall be removed within ten days after the election.

E.5 Animals and Livestock

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or any other normal house pets may be kept, provided that they are not maintained for any commercial purposes, do not create a nuisance in the community and are subject to county and city leash laws.

When walking dogs in the Wilderness neighborhood residents shall properly dispose of pet waste.

E.6 Water Supply and Drilling or Mining Operations

No Individual water supply system shall be permitted on any lot except that system provided by the developer.

Drilling or mining in any form whatsoever shall not be permitted upon or in any lot. This includes drilling, development operations, refining, quarrying, or mining, and the construction of any form of derrick or structure designed for boring purposes.

E.7 Garbage, Refuse and Sewage Disposal

Regarding individual lots, no lot shall be used or maintained as a dumping ground for

rubbish. Trash, garbage and other waste shall be kept in appropriate containers. No garbage shall be disposed of by burning or burying.

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 Health authorities.

Regarding community areas, no storage, dumping or burning of trash, garbage, rubbish, yard waste or other waste shall be allowed within the confines of the community areas.

E.8 Parking and Storing of Vehicles, Recreational Vehicles and Trailers

No form of vehicle, including trailers, shall be parked or stored, nor maintenance performed upon same, on any lot, except on driveways or prepared hardstand such as concrete, asphalt, or hard gravel, unless not visible to the public view. No vehicle shall be partially or completely dismantled within the public view on any lot. Partially or completely dismantled vehicles left within the public view on any lot for a period of fourteen days, or more, shall be deemed a nuisance.

Two-way traffic, postal delivery, refuse pickup, street sweeping or the ability for residents to safely walk or bicycle shall not be impeded by vehicles parked on the street and no vehicles shall remain regularly parked overnight on any street.

No form of vehicle, or trailer shall be parked, stored, maintained or driven within the confines of the community areas.

E.9 Firearms

The shooting of any type of weapon or firearm is prohibited within the development including, but not limited to, BB guns and pistols, air rifles and pistols, pellet guns and sling shots.

E.10 Fireworks

Consumer fireworks are prohibited. Novelty devices are permitted on private property only.

E.11 Recreation, Pathways and Community Areas

The covenants previously described in E. Residential Area Covenants pertain equally to the community areas as shown on the Plat of Wilderness. Wherever questions may arise as to interpretation of said covenants final and absolute resolution will be determined by the Association.

The Wilderness Property Owners Association shall remain the sole owner of the community areas. Only the Wilderness Property Owners Association can make improvements of any type to the community areas. Any such improvements shall be

financed by said nonprofit corporation with contributions for the cost of said improvements to be limited to those members of the nonprofit corporation that are lot owners.

To preserve the natural beauty of the community areas, no tree, shrub or plant shall be cut, dug, trimmed, moved, or in any other way disturbed to change its natural state without prior approval of the Board of Directors of the Wilderness Property Owners Association. To receive approval from the Board, lot owners shall complete the *WPOA Working on the Greenbelt Form* and submit it for review and approval or disapproval by the Board.

Persons violating any provision of this Section D.10 shall be personally obligated to bear the cost of correcting said violation.

F. ARCHITECTURAL CONTROL

F.1 Architectural Control Committee

The Architectural Control Committee will be guided by the Purpose and Vision of the Covenants included in Section B. The Architectural Control Committee will review applications for those change to structures or properties that are identified in Section E.1, E.1.a and E.2. The Architectural Control Committee shall have the authority and responsibility to interpret covenants and bylaws for architectural design and construction as it deems to be reasonable subject to the oversight of the Board of Directors and membership.

F.2 Actions that Require Architectural Control Committee Approval

No building or other permanent structure shall be erected or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee, as identified in the By-Laws Article 3, as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation. To receive approval from the Board, lot owners shall complete the *WPOA Architectural Control Committee Approval Form* and submit it for review and approval or disapproval by the Board.

The Architectural Control Committee shall have the explicit authority to approve or disapprove of any building, or any other permanent structure, at any phase of construction, or at any point after completion of construction, if specific authorization has not already been granted.

No building or permanent structure shall be erected, placed or altered on any lot nearer to the street than the minimum building set back line unless similarly approved.

F.3 Construction Under Prior Covenants

For any lot within the Plat of Wilderness, any structure or improvement which was

constructed, or approved by the then Architectural Control Committee, in accordance with the covenants pertaining to said lot at the time of such construction or approval, shall be deemed to be in compliance with these amended covenants.

G. GENERAL PROVISIONS

G.1 Assessments

All lots shall be subject to a general annual assessment determined on an individual lot basis for the purposes of defraying the costs and expenses of said nonprofit corporation in carrying out its stated purposes and functions.

The rate of general annual assessments shall be determined or fixed by the Board of Directors subject to approval by the members at regular or special meeting thereof, no later than the month of December of each year.

Such assessments shall be paid to the Wilderness Property Owners Association as provided by the Board of Directors. Unpaid assessments along with reasonable attorney's fees, costs of title search, court costs, costs of public officials and processing and recording fees incurred in effecting collection, whether or not suit is actually instituted, shall bear interest at the rate of 12% per annum until paid

The Board of Directors of Wilderness Property Owners Association shall have the exclusive right to institute any and all action or proceedings for the collection of such assessments.

The lot owners shall be personally obligated to pay such assessments upon being billed at the beginning of the fiscal year. No owner may waive or otherwise escape liability of the assessments as provided for herein by non-use of the community areas, or by abandonment of his real property.

On March 31 of each year, any assessment overdue shall become and remain a lien upon the respective lot against which it is levied until such time as the same, together with interest and reasonable attorney's fees, costs of title search, court costs, costs of public officials and processing and recording fees, shall be paid. Said lien shall be subordinate to the lien of any mortgage regardless of its date of execution provided a single-dwelling or multi-family dwelling is upon said lot.

G.2 Covenants

The covenants are binding upon the lot owners of said property and upon their successors and assigns, to the extent provided in such covenants, and the ownership, use, occupation, and development of said property shall be subject to such covenants. These covenants shall, as of the date of recordation of this instrument with the Thurston County Auditor, replace and supersede all previous protective covenants pertaining to said property.

G.3 Duration of Covenants

These covenants are to run with the land and shall be binding on all parties and all lot owners claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument duly signed by majority of the current lot owners of the lots has been recorded agreeing that said covenants shall lapse.

G.4 Amendments

These covenants can be amended at any time with the approval of a majority of the current lot owners. The amended covenants shall be duly signed by the Board President and recorded with the county auditor.

G.5 Violation of Covenants

No action shall be taken by the Board of Directors against any lot owner(s) for an alleged violation of the covenants unless two members of the Wilderness Property Owners Association have first submitted a written complaint to the Board of Directors citing an alleged violation(s). All members of the Wilderness Property Owners Association are strongly encouraged to respectfully and kindly engage and connect with neighbors about concerns, issues or potential covenant violations prior to submitting a written complaint to the Board in a collaborative community effort to preserve the desirability and livability which makes Wilderness a wonderful place to live.

No formal legal action shall be filed by the Board of Directors to restrain an alleged violation(s) of a covenant unless the Board of Directors has first given written notice to the lot owner(s) against whom the legal action is contemplated that such action will be brought if the alleged violation(s) is not abated within a period determined by the Board of Directors.

The only exception to G.5 is a violation of Covenant G.1

G.6 Enforcement

These covenants shall be enforced by proceedings at law or in equity against any lot owner subject to these covenants who violates, or attempts to violate, any covenant(s). The intent of the proceedings shall be to restrain further violation of the covenants, to recover damages for violation of the covenants, or both, and shall be instituted on behalf of the Wilderness Property Owners Association by the Board of Directors of said corporation.

This section shall in no way limit the right of any party to take any action available at law or equity to redress a wrong suffered as a result of a violation of these covenants.

G.7 Invalidation

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

11 July 1978 – Amendment to Protective Covenants of Plat of Wilderness recorded as
Thurston County document #1043914

Added Divisions 2, 3, 4, 6A, 8, 9, 10, 14 and “all future contiguous”

Established Wilderness Property Owners Association

Removed developer’s agreement to future annexation by City of Olympia

20 August 1973 – Protective Covenants of Divisions 6 and 7 Plat of Wilderness recorded as
Thurston County document #896598