

- Red text is new text
- Crossed out the language is no longer in the new proposed covenant

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~~AMENDMENT TO PROTECTIVE COVENANTS~~  
~~OF~~  
~~PLAT OF WILDERNESS~~

**Wilderness Property Homeowners Association**

Covenant

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

(as amended X)

~~We, the undersigned, being Wilderness, as supported by~~ a true majority of all of the owners of the property ~~described below and known as PLAT OF WILDERNESS, in order to provide for the continued~~ **should remain an attractive, aesthetic, healthful, healthy, sustainable** and uniformly ~~developmented~~ **neighborhood where the residences and properties are maintained by its property owners to contribute positively to the desirability and enjoyment of the neighborhood. As homeowners and property owners in the Plat of Wilderness and Wilderness Divisions 2-14, we commit to continue to support the aesthetic, desirability and livability which have made Wilderness a wonderful place to live.**

~~In order to provide for the attractive, health and sustainable development and maintenance of Wilderness, we the owners of all the real property described above as the Plat of Wilderness and Wilderness Divisions 2-14, agree to abide by all the covenants which work in tandem with the bylaws. do, on this 11th day of July, 1978, covenant and agree to keep all of the covenants hereinafter set forth and which are hereby made applicable to the below described real property known as PLAT OF WILDERNESS. Said~~ **The covenants shall be are** binding upon the 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

## **1043914**

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. The property to which said covenants pertain, which said property is known as PLAT OF WILDERNESS, is described as follows:

“Plat of Wilderness as recorded in Volume 17 of Plats, Page 73, Thurston County, State of Washington;

Division 2, Plat of Wilderness as recorded in Volume 17 of Plats, Page 91, Thurston County, State of Washington;

Division 3, Plat of Wilderness as recorded in Volume 18 of Plats, Page 7, Thurston County, State of Washington;

Division 4, Plat of Wilderness as recorded in Volume 18 of Plats, Page 8, Thurston County, State of Washington;

Division 6, Plat of Wilderness as recorded in Volume 18 of Plats, Page 38, Thurston County, State of Washington;

Division 6A, Plat of Wilderness as recorded in Volume 18 of Plats, Page 52, Thurston County, State of Washington;

Division 7, Plat of Wilderness as recorded in Volume 18 of Plats, Page 37, Thurston County, State of Washington;

Division 8, Plat of Wilderness as recorded in Volume 18 of Plats, Page 62, Thurston County, State of Washington;

Division 9, Plat of Wilderness as recorded in Volume 19 of Plats, Page 17, Thurston County, State of Washington;

Division 10, Plat of Wilderness as recorded in Volume 19 of Plats, Page 51, Thurston County, State of Washington;

Division 14, Plat of Wilderness as recorded in Volume 19 of Plats, Page 84, Thurston County, State of Washington;

And all future contiguous divisions of Plat of Wilderness.”

### **A. 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

## 1043914

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.

### 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 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

## 1043914

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 barking, whining, howling or making any other noise.
- “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.

### B. RESIDENTIAL AREA COVENANTS

#### B-1 Land Use and Building Type

##### (a) General Restrictions

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.

##### (b) Exceptions to General Restrictions

Notwithstanding the foregoing, all lots within Division 7, and Lot 108 within Division 8, shall be subject to the following land use and building type restrictions: 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 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.

# 1043914

## B-2 Architectural Control

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 by 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.** 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. 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.

## B-3 Easements

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

## B-4 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.

## B-5 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 ~~by the developers (James Muirhead and Howard J. Jacobson) for any purpose deemed appropriate~~ **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.**

## B-6 Incinerators

No outdoor incinerators will be permitted.

## B-7 Temporary Structures

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

## 1043914

lot at any time as a residence either temporarily or permanently. When referring to trailers this term shall include all forms of 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 persons 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.

### B-8 Businesses

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 ~~three-quarter~~ **one** ton, or any materials 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.**

### B-9 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, ~~and~~ do not create a ~~disturbance or 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.**

### B-10 Water Supply

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

### B-11 Drilling and Mining Operations

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.

### B-12 Garbage and Refuse Disposal

**Regarding individual lots,** no lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall ~~not be kept except in sanitary~~ **appropriate** containers. No garbage shall be disposed of by burning or burying.

# 1043914

## B-13 Sewage Disposal

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.

## B-14 Vehicles

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. ~~As used herein, the term "vehicle" shall include trailers.~~

**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.**

## B-14 Driveways

All driveways shall be completely paved to the ~~country~~ **county** road.

## B-15 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.

## B-16 Assessments

~~All lots, with the exception of those lots owned by the developers (James Muirhead and Howard J. Jacobson) 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 non-profit corporation in carrying out its stated purposes and functions.~~

~~Unimproved lots shall not be subject to assessments for six months after the date of the purchase from the developers unless said property is transferred to another party during said period. At the date of said transfer, prorated assessments shall become due and payable.~~

The rate of general annual assessments shall be determined or fixed by the Board of Directors, subject to approval by the members at a regular or special meeting thereof, not later than the month of December of each year.

## 1043914

Such assessments shall be paid to the said Wilderness Property Owners Association as provided by the Board of Directors. **Unpaid assessments along with reasonable costs of title search, court costs, costs of public officials and processing and recording fees**, and, if not paid, 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 actions or proceedings for the collection of such assessments. ~~If any assessment is not paid when due, and said Board of Directors retains the services of any attorney to effect collection of such assessment, the person obligated to pay such assessment shall also be obligated to pay any reasonable attorneys fees and court costs incurred in effecting collection, whether or not suit is actually instituted.~~

The ~~purchasers~~ **owners** of lots shall be personally obligated to pay such assessments upon the ~~respective lots purchased or to be purchased by them~~ **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 common 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, and court costs, costs of public officials and processing and recording fees**, shall be paid. Said lien shall be subordinate, ~~however,~~ to the lien of any mortgage, regardless of its date of execution, provided a dwelling is upon said lot.

### Fireworks

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

## C. COMMUNITY AREAS -- RECREATION AND PATHWAYS

### C-1 General

The covenants previously described in B. Residential Area Covenants also pertain equally ~~as well~~ 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** Wilderness Property Owners Association.

### C-2 Purpose of the Community Areas

The community areas are defined as those areas dedicated solely to the purposes of providing recreation greenbelt and playground areas and pathways to the owners or residents of The Plat of Wilderness; no other purpose, no matter how temporary, will be permitted.



# 1043914

## C-3 Vehicles

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

## C-4 Natural Beauty

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 ~~molested~~, 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 Greenbelt Form and submit it for review and approval or disapproval by the Board.**

## C-5 Dumping and Storage of Rubbish and Waste

**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.

## C-6 Improvements

~~No improvements of any type shall be built or put on the community areas EXCEPT improvements build or placed on the community areas by Wilderness Property Association, and~~ **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, ~~and not including the developer.~~

## C-7 Correction of Violations

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

## D. ARCHITECTURAL CONTROL COMMITTEE

~~The Architectural Control Committee shall initially consist of the developers (James Muirhead and Howard J. Jacobson), or persons formally designated by said developers and approved by the Board of Directors of Wilderness Property Owners Association, until such time as 90% of the lots within the Plat of Wilderness have been sold. Upon such sale, the directorship of said committee shall vest in the Wilderness Property Owners Association.~~ **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 changes to**

# 1043914

structures or properties that are identified in Section E.1, E.1a., 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.

## E. GENERAL PROVISIONS

### E-1 Covenants – Duration

These covenants are to run with the land and shall be binding on all parties and all persons 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 a majority of the ~~then~~ **current lot** owners of the lots has been recorded agreeing that said covenants shall lapse.

### E-2 Covenants – Amendments

These covenants can be amended at any time ~~by an instrument duly signed by a majority of the then owners of the lots setting forth such amendments. Said amendment shall take effect upon recording with the Thurston County Auditor.~~ **with the approval of majority of the current lot owners. The amended covenants shall be duly signed by the Board of Presidents and recorded with the county auditor.**

### E-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.

# 1043914

## E-4 Enforcement

These covenants shall be enforced by proceedings at law or in equity against any ~~person~~ lot owner subject to these covenants who violates, or attempts to violate, any ~~of said covenant(s), or any part thereof.~~ Such ~~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.

~~Provided, however, that with the exception of covenant B-17, no action shall be taken by the said Board of Directors against any person lot owner(s) for an alleged violation of these covenants unless two members of the Wilderness Property Owners Association have first submitted a written complaint to said the Board citing said an alleged violation(s). All members of the Wilderness Property Owners Association are strongly encouraged to respectively 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 have made Wilderness a wonderful place to live. and provided further,~~ that no formal legal action shall be filed by ~~said the Board of Directors~~ to restrain an alleged violation(s) of a covenant ~~other than B-17~~ unless the Board of Directors has first given written notice to the ~~person lot owner(s) or persons~~ against whom the legal action is contemplated that such action will be brought if the alleged violation is not abated within a period determined by said Board of Directors.

The only exception to E.4 is a violation of Covenant B.16

## E-5 Invalidation

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

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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

**1043914**

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