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Capitol City Golf Club Estates Association
P.O. Box 5553
Lacey, WA 98507

Document Title

2005

Third Amended Declaration of Covenants, Conditions and
Restrictions of Capitol City Golf Club Estates

GRANTOR

Capitol City Golf Club Estates Association

GRANTEES

Members of the Capitol City Golf Club Estates Association
and the general public.

Ref. #'s 8711200083, 1071104, 670745



3795417

Page: 1 of 19

2:19P

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**THIRD AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CAPITOL CITY GOLF CLUB ESTATES**

This third Amended Declaration supercedes and wholly replaces

1. the second Amended Declaration of Covenants, Conditions and Restrictions of Capitol City Golf Club Estates, recorded November 20, 1987 in Thurston County, Washington, records Vol. 1533, at pages 889 through 901, under File No. 8711200083, and
2. the first Amended Declaration of Covenants, Conditions and Restrictions of Capitol City Golf Club Estates, recorded December 16, 1977 in Thurston County, Washington, records Vol. 827, pages 520 through 529, under Fee No. 1071104, and
3. the original Declaration of Covenants, Conditions and Restrictions of Capitol City Golf Club Estates, recorded December 26, 1962 in Thurston County, Washington, records Vol. 369 of Deeds, page 222, under Fee No. 670745, and correction thereto recorded under Fee No. 679936.

in order to better pronounce the intentions of the members of the Capitol City Golf Club Estates Association with reference to its continuance and management for the best interest of the Capitol City Golf Club Estates Association community, and to preserve and enhance the values and amenities of the property. For those purposes it is hereby declared that the Covenants, Conditions and Restrictions of the Capitol City Golf Club Estates shall be amended as hereinafter set forth, and that said property shall hereafter be held, sold or conveyed subject to



3795417

Page: 2 of 19

12/22/2006 12:19P

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the following Covenants, Conditions and Restrictions which shall run with the land, and shall be binding upon all parties having or hereafter acquiring any right, title or interest in said property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Covenants, Conditions and Restrictions of this Third Amended Declaration are as hereinafter set forth.

THIRD AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CAPITOL CITY GOLF CLUB ESTATES

ARTICLE I
DEFINITIONS

As used in these covenants, the following words shall have the meanings listed herein:

“ACCESSORY BUILDING” means any unattached building used to store lawn, garden, and/or household supplies and/or equipment.

“ARCHITECTURAL CONTROL COMMITTEE” means the committee so named and appointed by the Board in accordance with the Bylaws of the Association.

“ASSOCIATION” means the Capitol City Golf Club Estates Association.

"BOARD" means the Board of Trustees of the Capitol City Golf Club Estates Association.

"ENFORCEMENT COMMITTEE" means the committee so named and appointed by the Board in accordance with the Bylaws of the Association.

"ESTATES" means the Capitol City Golf Club Estates.

"GARAGE SALE" means the sale of personal property by a member or tenant on a member's lot for a period of no more than three consecutive days twice each calendar year pursuant to a license or permit issued by the appropriate governmental agency.

"JUNK VEHICLE" means any vehicle which meets any three of the following criteria:

1. Is fifteen (15) years old or older;
2. Is extensively damaged. Evidence of extensive damage includes, but is not limited to: broken or missing parts essential for operation, severe rusting, or any condition that appears to render the vehicle unusable as a vehicle.
3. Has a fair market value equal only to the approximate value of the scrap in it.
4. Does not display a current and valid license.
5. Has not been used as a vehicle for three (3) months or more.
6. Is not insured under an automobile or other appropriate insurance policy.

"LOT" means any parcel of real estate in the Estates restricted to residential buildings.

"MEMBER" or **"MEMBER OF THE ASSOCIATION"** means any owner of any single family or multi family residential lot within the Estates.

"RUBBISH" includes all types of (a) household waste including but not limited to: broken and/or discarded furniture, household wares, equipment, appliances, furnishings, personal belongings (b) yard waste, including but not limited to: lawn, tree, shrub, ground cover, and garden cuttings (c) discarded food, cans, bottles, packaging and waste paper.



3795417

Page: 4 of 19

12/22/2006 12:19P

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Thurston Co. Wa.

"STREET" means any roadway for licensed vehicular travel located within the borders of the Estates.

"TENANT" means any person who resides in any member's residence in the Estates by virtue of a lease or similar rental agreement.

"VEHICLE" means any automobile, van, motor home, truck or trailer, boat, or similar device for the transportation of people or objects.

ARTICLE II

LAND USE

A. Lots.

All lots in the Estates shall be used only for single family residences, except that:

1. Lots 279 through 282 may be used for multifamily or single family residences; and
2. As provided on sheet 6 of the Amended Plat of Capitol City Golf Club Estates filed for record on March 23, 1987 in volume 23 of Plats page 21, records of Thurston County, Washington:
 - a. Lots 506, 507, and 600 are restricted in their use to a golf course and related recreational and maintenance activities. Nothing in this restriction shall give any member or tenant so benefited the right to use lot 600 except in accordance with the rules for use, including fees, charges, or membership requirements as established by the owners of Lot 600 or their authorized representatives, as now exists or as they may be changed in the future; and,



- b. No residential development shall be placed upon Lot 503, unless and until such time as the Aero Plaza Airport, lying directly to the West of lot 503, ceases operation; and
- c. Lots 501-505 may be used for the construction of single family attached or detached housing as defined and permitted by the Thurston County Ordinances as of the date of the Plat referred to above and approved by the Architectural Control Committee of the Association.

B. Single Family Lots, Use, and Building Type.

1. Single-family lots shall be used only for single-family residential purposes. No building shall be constructed, erected, placed, altered or permitted to remain on any such lot other than one single-family residence, with a private attached garage for not more than three (3) vehicles, and one unattached accessory building.
2. No lot within the single-family residential area as defined herein shall be divided for any purpose save and except for the purpose of increasing lot sizes of adjoining lots, in which event the owners of such adjoining lots shall be liable for a pro rata portion of the payment of dues and/or assessments with respect to such divided lot.
3. Notwithstanding County or City rules or laws to the contrary, no lot or building thereon may be used as a place of business, commerce, trade, industry, or for the advertising of any place of business, commerce, trade, or industry. Provided, however, nothing in this subparagraph 3 shall be deemed to prohibit the conduct of a garage sale.

- C. Architectural Control** No new residence, accessory building, driveway, parking area, fence, or wall shall be erected, and no existing residence, accessory building, driveway,



parking area, fence or wall shall be repaired or remodeled on any lot until the construction plans, specifications, materials, and a plat plan showing the location of the structure, driveway, parking area, fence or wall have been submitted to and approved by the Architectural Control Committee.

D. Building, Quality, Size, and Color All single-family residences and accessory buildings shall be built to conform to any applicable county, state and national building codes and shall be completed in a good and workmanlike manner. The floor area of any residence, exclusive of open porches and garages, shall be no less than 1,200 square feet. The maximum height of the roof of any single-family residence shall be not more than twenty-four (24) feet above the highest point of the street grade adjoining the lot. On and after the effective date of these covenants, conditions, and restrictions no residence, accessory building, fence, or other structure on any lot shall be painted or stained until the colors of paint or stain to be used have been approved by the Architectural Control Committee. No colors of paint or stain will be approved other than shades of white, gray, light earth tones, or pastels. All sides of the structure must be painted or stained uniformly in the same color; provided, trim may be of a different contrasting color approved by the Architectural Control Committee.

E. Driveways All garages located upon any lot shall be connected to the adjacent street by an asphalt or concrete paved driveway.

F. Building Location No residence or accessory building shall be located on any lot nearer than twenty-five (25) feet to the front property line, or nearer than ten (10) feet from the rear property line if such line abuts upon another lot. No residence shall be located nearer to the areas designated on said plat as golf course than twenty (20) feet and no



CAPITOL CITY GOLF CLUB COV

3795417

Page: 7 of 19

12/22/2005 12:19P

\$50.00

Thurston Co. Wa.

accessory building shall be located nearer to the rear lot line than five (5) feet. No roof line, steps or open porches shall be located nearer than five (5) feet to an interior lot line. In no case shall any portion of a building on a lot be permitted to encroach upon another lot save and except in those cases where a building site includes more than one lot as provided in paragraph B of this Article II.

G. Fences and Walls No fence or wall, except net or mesh fences designed to protect against injury from errant golf balls, shall exceed four (4) feet in height. No fence or wall shall be erected or placed on any lot nearer than twenty five (25) feet to the street fronting the residence. Provided, however, decorative picket or rail fences not exceeding three and one-half (3 1/2) feet in height may be placed or erected on any lot without regard to restriction as to location, except such decorative fence shall not be located anywhere along the front property line.

H. Completion of Structures All buildings commenced on any such lot shall be completed not later than one (1) year after construction is commenced, and landscaping shall be completed within eighteen (18) months after construction is commenced.

I. Standards and Modifications The Board may from time to time, adopt and promulgate architectural standards to be administered through the Architectural Control Committee. The architectural standards set forth in these covenants may be modified by the Board; provided, however, no such modification shall take effect retroactively. The Board will notify the members of any such modification no less than thirty (30) days prior to the effective day of such modification.



3795417

Page: 8 of 19

12/22/2006 12:19P

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J. Multifamily Lots Lots may be used for multifamily residences. However, the member owners of these lots and their tenants shall be subject to the restrictions and requirements set forth in Paragraphs B.2, B.3, C, E, F, G, H and I of this Article II.

ARTICLE III

NUISANCE

A. As used in these covenants a "nuisance" is any thing, act, failure to act, occupation, or use of property which:

1. Unreasonably annoys, injures, or endangers the safety, health, comfort, or repose of any member, or is unreasonably offensive to the senses;
2. Interferes with, obstructs, or renders any street dangerous for passage;
3. In any way renders the members insecure in life or use of property;
4. Detracts from the overall attractive appearance of the Estates; or
5. Is defined by the laws of the State of Washington, whether statutory or case law, to be a public or private nuisance.

B. A nuisance shall include, but not be limited to the following:

1. Placing, keeping, or storing any rubbish on any lot where visible from the street, golf course, or adjoining lots or placing, keeping, or storing any fire wood on any lot which is not stacked neatly at the side of or in the back of the residence.
2. Parking or storing any junk vehicle on any lot unless such vehicle parked or stored in a garage or is fully covered at all times by a durable non-transparent cover designed for such purpose.



3. Failing to keep or store rubbish in attractive covered containers designed and sold for that purpose.
4. Operating, conducting, or advertising any commercial enterprise or business of any kind in any residence or on any lot or offering goods or wares for sale on any lot or in any residence except as part of a garage sale.
5. Using or permitting the use of any structure of a temporary nature, recreation vehicle, trailer, tent, or accessory building as a permanent or temporary residence.
6. Keeping, raising, or breeding any animal or poultry of any kind on any lot, except customary household pets not kept for any commercial purpose; provided they are restrained to the owner's premises or on a leash when off the premises.
7. The failure or refusal by a member to remove the member's pet's waste from any lot or street.
8. Obstructing line of sight along streets by any vehicle, fence, wall, hedge, bush, tree, or other planting.
9. Impeding the free flow of traffic on any street by failing to trim back any hedge, bush, tree, or other planting which projects into any street.
10. Using any street for any purpose other than licensed vehicular or pedestrian traffic; provided guest and service vehicles may be parked on any street for a period of time not to exceed twenty four (24) consecutive hours, and a member's vehicle may be parked on the street as provided in paragraph B.12. of this Article III.
11. Operating any unlicensed motor driven vehicle, except golf carts and golf maintenance equipment, on any street.

12. Keeping or parking any vehicle on any lot except in a driveway or an adjacent area paved with concrete, asphalt, or crushed rock free of weeds and grass, and approved by the Architectural Committee; provided that with the exception of guest or service vehicles, nor more than two vehicles may be kept or parked in any driveway, and no more than one vehicle may be kept or parked in any such adjacent parking area; and provided further that the member may park the member's vehicle(s) on the street during any time the member's lot, residence, driveway or adjacent parking area is under repair and for that reason the driveway and adjacent parking area are not available for parking, but such on-street parking shall not exceed a period of two (2) consecutive days.
13. Causing or permitting any noise in any residence or on any lot, which may be heard by the closest neighbor, for a period exceeding one half hour. This subsection shall not apply to noises generated by construction, repair, or maintenance of any residence or lot during daylight hours.
14. Permitting a member's dog whose barking exceeds 15 minutes in a period of one hour to be kept anywhere but in the member's residence unless the member's dog is muzzled or otherwise rendered incapable of barking.
15. Using any vacant lot to store any goods, wares, or equipment or rubbish.
16. Failing to maintain any lot with a residence in a neat and attractive manner. A lot will be deemed to be neat and attractive if:
 - a. The lawn, if any, is regularly mowed so as to maintain a maximum height of four (4) inches.



3795417

Page: 11 of 19
12/22/2005 12:19P

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- b. The lawn, flower or shrub beds, and parking areas are kept reasonably free of weeds.
 - c. Is free of any nuisances as defined in subsections 1, 2, 3, 4 and 5 of paragraph A of this Article II and subsections 1, 2, 3, 5, 6, 8, 9, 10 and 12 of paragraph B of this Article II.
17. Failing to maintain any residence or accessory building in a neat and attractive manner. A residence will be considered neat and attractive if the siding, roof, eaves, chimney, windows, walkways, driveways, and any adjacent parking areas of the residence or any accessory building are kept in good repair, and painted or stained areas of the residence or accessory building do not exhibit the need for the immediate reapplication of paint or stain and the residence is free of any nuisances as defined in subsections 1, 2, 3, 4, and 5 of paragraph A of this Article II and subsections 1, 2, 3, 4, 5, 6 and 12 of paragraph B of this Article II.
18. Permitting an individual sewage system on any lot if such system has not been constructed in accordance with the requirements, standards, and approval of the Thurston County Department of Health or the approval of any other governmental agency when so required by law, ruling, ordinance, or otherwise.
19. Performing or causing the performance of any act which would compromise the integrity of the storm drains or street surfaces within the Estates.
20. Exceeding the speed limit established by the Board when operating an authorized vehicle on the streets.
21. Placing or permitting or authorizing the placing of any sign of any nature at any location within the limits of the Estates; provided, however, a member may place a



3795417

Page: 12 of 19

12/22/2006 12:19P

sign on the member's lot not exceeding six (6) square feet offering the member's premises for sale or rent. A member may also place a sign of similar size on the member's lot within three months prior to any election which sign promotes a candidate for elective public office or advocates the approval or disapproval of any national or local issue or cause, provided, such a sign shall be removed within seven (7) days after such election.

ARTICLE IV

MEMBER-TENANT RESPONSIBILITY

A. Notice: If any member elects to rent or lease the member's residence in the Estates, the member shall notify the Board as to the identity of the tenant and the term of the lease or rental agreement. If there is any change in either the tenant or the term of the lease or rental agreement, the member must notify the Board, identifying the new tenant and/or the new term of the lease.

B. Compliance: Both member and tenant shall sign a document provided by the Board agreeing that (1) during the term of the lease or rental agreement both member and tenant are responsible for compliance with these covenants, and (2) if the Board determines that the member and/or tenant after notice has failed and/or refused to maintain the rented or leased residence or lot in a neat and attractive manner as described in Sections 16 and 17 of Article III hereof, the Board may, after notice to the member, retain the services of a third party to provide such service and materials as may be necessary to render the rented or



leased residences and/or lot neat and attractive as defined in Sections 16 and 17 of Article III hereof, and (3) the Board may assess the member an amount equal to its costs for the services and materials provided by such third party, and if such assessment is not paid within sixty days, it shall become a lien against the members residence and/or lot. Provided, however, the Board may also pursue other remedies as provided in Article V hereof.

ARTICLE V
ENFORCEMENT

- A. Notice If the Enforcement Committee determines that a member or a member's tenant is permitting or causing a nuisance as defined in these covenants, a written Notice of Violation may be given to the member by the Enforcement Committee, which notice will identify the nuisance found to exist and include a time period for correcting the condition giving rise to the finding that such nuisance exists.
- B. Appeal Any member receiving a Notice of Violation may appeal the finding of the Enforcement Committee that a nuisance exists. The appeal shall be initiated by notifying the Board, or any Board member, in writing within seven (7) days after receipt of the Notice of Violation, that the member intends to appear at the meeting of the Board next following the date of the Notice of Violation and present reasons why the alleged nuisance does not exist. If, after the appeal is heard, a majority of the Board members present agree that the alleged nuisance does not exist, the Notice of Violation will be withdrawn. If, after the appeal is heard, a majority of the Board members present agree



3785417

Page: 14 of 19

12/22/2005 12:19P

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that a nuisance does exist, the member will be directed to correct the condition giving rise to the nuisance within the time limit set forth in the Notice of Violation; provided, however such time period will not commence until the day following the Board's decision.

- C. Failure to Appear If the member gives the Board notice of appeal of the Notice of Violation and fails to appear at the Board's meeting next following the date of the Notice of Violation, the appeal will be dismissed and the Notice of Violation confirmed. Provided, however, for good cause shown, the Board, by the majority vote may set a new date to hear the appeal. If the member fails to appear on that date to pursue the appeal, the appeal will be dismissed.
- D. Remedies If the member fails, within the time period set forth in the Notice of Violation or any extension thereof, to correct the condition giving rise to finding of the Enforcement Committee (and the Board, if appealed) that a nuisance exists the Board may take such legal action against the member that the Board determines to be appropriate, including but not limited to injunctive relief, and may assess the member an amount equal to its costs and expenses including court costs and attorney fees. If such assessment is not paid within sixty days it shall become a lien against the member's residence and lot.



3795417

Page: 15 of 19

12/22/2006 12:19P

CAPITOL CITY GOLF CLUB COV \$50.00 Thurston Co. Wa.

ARTICLE VI

WATER SYSTEM AND ROAD DEDICATION

All residential lots within the Estates are served by the City of Lacey Water Department, and as long as water for said lots is available through such water system, no private water system shall be provided upon or maintained by the owner of any residential lot within the Estates.

The members do hereby dedicate to the use of all lots within the plat and amended plat of the Capitol City Golf Club Estates all roadways designated as private roads on said plats for ingress and egress to, from, and between such lots and the nearby public roads, and do further dedicate to the use of all said lots easements over all areas designated as easement areas on said plats.

The easements consist of ten foot (10') wide strips on each side of all platted private roads for the installation, maintenance and operation of utility service systems serving the platted property.

ARTICLE VII

VARIANCES

It is the fundamental purpose of these covenants, conditions, and restrictions to protect and enhance the value of members investment in their residences and lots by presenting Capitol City Golf Club Estates as a pleasant, attractive, safe, and livable community. However, it should be recognized by the members that rigorous enforcement of these covenants, conditions, and restrictions could, under certain unique circumstances cause a member severe hardship, impose an undue financial burden or prevent unreasonably the full enjoyment of a member's property



and investment. In such circumstances the Board shall have the discretion to grant such variances from these covenants, conditions, and restrictions which the Board finds are dictated by fairness and equity. Provided, however, failure by the Board to enforce any covenant, condition or restriction for any contained herein or in the Bylaws of the Association in any certain instance or on any particular occasion, shall not be deemed a waiver of the Board's right of enforcement with respect to any future breach of the same or any other such covenant, condition, or restriction.

ARTICLE VIII

EFFECTIVE DATE, TERM AND AMENDMENT

These covenants, conditions and restrictions shall run with the land and shall be binding on all members and tenants of members, and shall become effective on November 20, 2007. They shall remain in effect until the Secretary of the Association certifies in writing that a majority of the members of the Association entitled to vote have approved amendments to these covenants, conditions and restrictions and such certification and the amendments have been recorded.

Provided, however, corrections in format, dates, spelling, grammar, cross references or lot numbers shall not be deemed to be amendments as contemplated by this Article VIII.



CAPITOL CITY GOLF CLUB COV \$50.00 Thurston Co. Wa.

3795417

Page: 17 of 19

12/22/2005 12:19P

ARTICLE IX
SEVERABILITY

Invalidation of any of these covenants, conditions and restrictions by judgment, court order, or act of any federal, state, or local governmental body or agency shall in no way affect any of the other provisions which shall remain in full force and effect.

