



Declaration of Covenants, Conditions, & Restrictions

THIS DECLARATION, made on the date hereinafter set forth by BOISE CASCADE BUILDING CO., a Washington corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the county of Snohomish, state of Washington, which is more particularly described as:

PARCEL A:

West half of N.E. quarter of S.W. quarter and W. half of S.E. quarter of S.W. quarter of Section 8, Township 27 N., Range 5 E., W.M.;

EXCEPT that portion lying southerly of a line parallel to and equally distant from each of two lines of towers now located on City of Seattle-Skagit Transmission Line and easterly of line 60 feet E. of and parallel to W. Line of said subdivision.

PARCEL B:

West half of S.W. quarter of Section 8, Township 27 N., Range 5 E., W.M.;

EXCEPT the following described tracts:

1. E. 20 ft conveyed to Snohomish County under Auditor's file No. 555191;
2. E. 528 ft of S. 825 ft of S.W. quarter of S.W. quarter;
3. W. 105 ft of E 633 ft of S. 290 ft, less road;
4. Beginning at S.W. corner of Section 8; thence N. along W. margin of Section 8 for 725 ft; thence S. 88 degrees 30'18" E. parallel to the S. margin of Section 8 for 382 feet; thence S. 5 degrees 21'42" W. to a point 2 ft N. of this existing barn; thence E. for 4.3 ft; thence southerly parallel to said S. 5 degrees 21'42" W. to a point on the S. margin of Section 8 which is 332 ft E. of the S.W. corner of Section 8; thence W. 322 ft. to the true point of beginning.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof; their heirs, successors; and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to OLYMPUS I HOMEOWNERS ASSOCIATION, its successors and assigns.



SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, including contract purchasers, those holding under a deed of trust, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Tract "A" and Tract "B" of OLYMPUS I, Division No. 1, as recorded in Volume 30, pages 4 and 5, Records of Snohomish County, and

Tract "B" of OLYMPUS I, Division 2, as recorded in Volume 31, pages 5 thru 10, records of Snohomish County, Washington.

SECTION 5. "Lot" shall mean and refer to any plot of Land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "Declarant" shall mean and refer to Boise Cascade Building Co., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

SECTION 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 8. "Development Period" shall mean that period of time from date of recording this Declaration until the date on which 70 percent of the properties now or hereafter platted on the property described in Exhibit A attached hereto have been sold by Developer, or until such earlier date as may be agreed upon by the Federal Housing Authority and Developer.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any



assessment against his Lot remains unpaid and for a period not to exceed 30 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such dedication or transfer shall be effective unless an instrument signed by two-thirds of the Members agreeing to such dedication or transfer has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot that 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 that is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot be acceptance of a deed, is deemed to covenant and agree to pay to the Association:

1. annual assessments or charges and
2. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fee, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the



maximum assessment shall be \$100 per Lot, payable quarterly in advance. The quarter shall commence January 1, April 1, July 1, and October 1. In the event a person becomes an Owner with 45 days or less remaining in the quarter in which he acquires record ownership, he shall have no liability for the assessment provided hereunder until the following quarter. Conversely, however, if there are more than 45 days remaining in the quarter, such Owner shall be obligated to pay the assessment due for that quarter.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3 per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3 per cent by a vote of two-thirds of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all Members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.



SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Area; provided, however, that no Lot shall be subject to such assessment until after it has been conveyed by deed, real estate contract, or deed of trust. Said assessments shall be due and payable in accordance with the provisions of Section 3 above.

SECTION 8. Effect of Nonpayment of Assessments; Remedies of The Association. Any assessment not paid within 45 days after the due date shall bear interest from the due date at the rate of 8 ½ per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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 shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. Restrictions.



(a) All Lots in the tract shall be known and described as residential lots, except said Common Area. No structures or building of any kind shall be erected, altered, placed or permitted to remain on any residential building Lot other than one detached single-family dwelling for single-family occupancy only, not to exceed two stories in height, and a private garage for not more than three cars, one of which may be for a boat or trailer.

(b) No building shall be located nearer to the front line of the Lot or nearer to the side street line than the building setback lines if shown on the recorded plat. In any event, no building of any kind shall be located on any residential Lot nearer than 20 feet to the front Lot line nor nearer than 20 feet to any side street line; and no principal building shall be located nearer than 25 feet to the rear Lot line; except where the rear wall of a building is not parallel with the rear Lot line or is irregular, the average width of such rear yard shall be 25 feet, provided that at no point shall the principal building be closer than 15 feet to the rear line. A detached garage may be located within 5 feet of the rear Lot line, except where rear Lot line abuts a street, in which case the front yard setback of 20 feet or more would prevail, unless otherwise approved by said Restrictions Committee.

(c) No residential structure shall be erected or placed on any building Lot which Lot has an area of less than 7200 square feet or an average width of less than 60 feet.

(d) No trade, craft, business profession, commercial or manufacturing enterprise or business or commercial activity or any kind shall be conducted or carried on upon any residential Lot or within any building located in this subdivision on a residential Lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept, stored, dismantled or repaired outside any building on any residential Lot, nor shall any goods, equipment or vehicles (including buses and trailers of any description) used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside any building on any residential Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary container for proper disposal. Yard rakings, such as rocks, dirt and other materials as a result of landscaping, shall not be dumped into public streets or ditches. The removal



and disposal of all such materials shall be the sole responsibility of the individual Lot owner.

(e) No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) No dwelling shall be permitted on any Lot at a total cost of less than comparable appraised value of existing homes in immediate area, exclusive of land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished ground floor area of the main structure, exclusive of one story open porches, carports and garages, shall be not less than 850 square feet for a one-story dwelling and not less than 700 sq. feet for the ground floor area of a dwelling of more than one story.

(g) Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance including finished painting, within nine months from the date of commencement of construction and shall be connected to public sewer.

(h) Where public sewers are not available all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the Snohomish County, Washington, Department of Public Health.

(i) Amended. July 21, 1976. The property line is defined as 30 feet from the center line of a 60 foot right of way and 25 feet from the center line of a 50 foot right of way.

1. All Lots Other Than Corner Lots. No fence, wall hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the property line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall hedge, or mass planting shall at anytime, where permitted, extend higher than six (6) feet above ground.



A. Front Fences. Any fence affronting a street shall be for these purposes considered a front fence, and cannot be more than forty-two (42) inches in height.

B. Back and Side Fences. The fence running along the back and side up to the minimum setback line of residence shall extend no higher than six (6) feet in height.

C. Side Fences in Front. The fence between the minimum setback line of residence and the front property line of residence shall extend no higher than forty-two (42) inches in height.

2. Corner Lots. A corner lot shall be a Lot which affronts not only one but two of the name streets of the following: Brook Boulevard, Twenty First (21st) Drive (Cricket Path), One Hundred Seventy Seventh (177th) Street, Twenty Third (23rd) Avenue, Valley Circle Road, Twenty Fourth (24th) Avenue, One Hundred Seventy Fifth (175th) Street, One Hundred Seventy Second (172nd) Place. A corner Lot shall consist of one back, one side, and two fronts. No Fence, wall hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the property line of the residence, except, that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground.

A. Back and Side Fences. The fences in the back and side up to the minimum setback line of residence shall extend no higher than six (6) feet in height.

B. Side Fences in Front. The fences on the side between the line of residence shall extend no higher than forty-two (42) inches in height.

C. Back Fences in Front. The fences in the back between the minimum setback line of residence and the front property line of residence shall extend no higher than forty-two (42) inches in height.

D. Front Fences in Front. The fences that run along the front property lines shall be forty-two (42) inches or less in height in the front.
(Written exceptions as to fence location in this section may be made by the Architectural Committee where the minimum setback line of the residence is greater than twenty (20) feet and the proposed fence has a setback of twenty (20) feet or more from the front property line.) Fences shall be well



constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the Lot or building site or be offensive to the Owners or Occupants thereof or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No radio or television antennae shall be permitted to extend more than ten (10) feet above the roof line of any residence without written approval from the Board of Directors. All fencing applications must be submitted thirty (30) days prior to the beginning date of construction.

(j) 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 in compliance with existing laws and regulations and provided they are not kept, bred or maintained for any commercial purposes. The foregoing is intended also to exclude the keeping of any pets, such as cats, dogs or birds, in number or under conditions reasonably objectionable in the closely built-up residential community; provided, however, that no pet permitted hereunder shall be allowed beyond the Owner's own Lot unless the same be securely fastened to a leash or other restraining device.

(k) No signs shall be erected or maintained on any Lot, except that not more than one bona fide FOR SALE or FOR RENT sign, not to exceed 18 inches in width and 24 inches in length, may be displayed on any Lot.

(l) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(m) Any electric service cable running from any residence on any Lot to the nearest junction box or secondary pedestal shall be installed, owned, operated, and maintained in good condition by the owner of the residence.

(n) No external television antennas shall be erected, installed, or maintained without the prior written approval of the Association's Board of Directors, but in no event shall such approval be granted until three years after the recordation of this document with the Auditor of Snohomish County, Washington; provided, however, that nothing herein contained shall be constituted as preventing the installation, erection and/or maintenance of a community antenna.



Changes in the original color of the exterior surface of the home shall be allowed with the prior written approval of the Board of Directors of the Association.

(p) No trailer, camper, or disabled vehicle shall be allowed to remain on any part of the Common Area for a period of time exceeding 72 consecutive hours. In the event this restriction is violated, the Association may cause the offending vehicle to be towed to the nearest public garage and the charges therefore shall be a lien against the property of the Owner in whose name the vehicle is registered or who invited the owner thereof into the area if the vehicle's registered owner is not a Member of the Association.

(q) No mechanical work shall be performed on any vehicle in or about any area open to public view, provided, however, this restriction shall not be constituted to apply to the need for emergency repairs that can be performed in a reasonable period of time.

SECTION 2. Mutuality. These restrictions, easements, and agreements are imposed pursuant to a general plan with reference to the properties and shall constitute mutual and reciprocal equitable servitudes on each of the Lots and a privity of contract between the various Owners thereof, their respective heirs and assigns, and are for the benefit of the Properties and each Lot or building plot or site thereof and of the present and future Owners thereof.

SECTION 3. Churches. These restrictions may be amended at any time by a majority vote of the then Owners of Lots to permit the construction of a church on Lots herein designated as residential, said church structure to meet all legal requirements and conditions as herein specified...said amendment to be in the form of a statement properly executed and acknowledged by each of them and recorded in the office of the county auditor of Snohomish County, Washington.

SECTION 4. Notices. Any demand to be made upon, or any notice to be given to, the Owner or Owners of any Lot or Lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such Owner or Owners either by personal delivery or such demand or notice or by sending the same prepaid United States registered mail, addressed to the record Owner or Owners of the Lot or Lots with respect to which the demand or notice relates, the same to be addressed to such Owner or Owners at the street address of the dwelling house or other structure situated upon the relevant Lot or Lots. Notice by certified or registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of 48 hours after the time of mailing; and the name and address of the person or persons to whom such demand or notice was mailed shall be conclusive, but not the exclusive means of, proof of such fact.



SECTION 5. 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.

SECTION 6. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90 per cent of the Lot Owners and, thereafter, by an instrument signed by not less than 75 per cent of the Lot Owners. Any amendment must be recorded.

SECTION 8. Annexation.

(a) Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the Members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting, setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast 60 per cent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event two-thirds of the Members are not present, in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section 1 shall also require the prior written approval of the developer.

(b) If within 15 years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "a" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association; Provided, however, that the development of additional lands described in this section shall be in accordance with the general plan submitted to the OLYMPUS I. Detailed plans for the development of additional lands must be submitted to the Federal Housing



Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association 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 not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast 60 per cent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 9. FHA/VA Approval As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

PLAT RESTRICTIONS

No Lot or portion of a Lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

ARTICLE VIII

EXTERIOR MAINTENANCE

The developer during the development period, and thereafter, the Association shall maintain all Common Properties and facilities, the entry gate and the gatehouse, and all cul-de-sac planters located on streets within the Properties. Each individual Owner or contract purchaser shall be obligated to provide exterior maintenance on his own Lot. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX



EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved and granted under and upon the exterior 5.0 feet of the front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purpose stated. Also hereby granted is the right to use the street for the same purpose.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of January, 1970.

BOISE CASCADE BUILDING COMPANY

Recorded under auditor's file No. 2129560, Vol. 381, Pages 86 through 103.