

RETURN ADDRESS

Eagle Crest Home Owners' Assoc.
3726 Golden Eagle Lp. SE
Olympia, WA 98513

Document Title(s)

Rerecording to update Article IX Sections 3 and 4, and Article IX Section 5 of the
Declaration of Covenants, Conditions & Restrictions for Eagle Crest Community

Reference Numbers(s) of related documents

Additional Reference #-s on page

Grantor(s) (Last, First and Middle Initial)

Eagle Crest Homeowners Association

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

Public, The

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

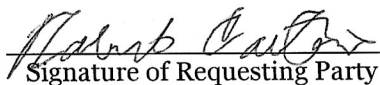
PTN SE 25-18N-1W

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

Additional parcel #-s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

4970305

03/17/2023 02:18 PM Covenant
Thurston County Washington
EAGLE CREST HOMEOWNERS ASSOCIATION

Pages: 13



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAGLE CREST COMMUNITY

This Declaration is made on the date hereinafter set forth by the Eagle Crest Homeowners Association, hereafter referred to as the "Association".

The goals and objectives of the Association governing documents are based on Chapter 64.38 **Revised** Code of Washington (RCW) and Thurston County planning and land management ordinances and rules.

The governing documents are a consensus of Association member's expectations of behavior of all of the community members and are designed to:

- outline those expectations and to provide the Board of Directors the authority to ensure all members are in compliance with the stated expectations,
- provide for a community in which it is pleasing and safe to reside,
- ensure real estate values are not diminished by Association members' behavior,
- provide for the maintenance and development of the Association's commonly owned recreational area, and;
- provide for special assessments to improve the community as determined by the Association membership.

The Association is organized to ensure the community is in compliance with the Association member's expectations, and actions; are undertaken to meet the goals and objectives of the Association governing documents.

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WITNESS:

WHEREAS, the Association is comprised of property owners who own a portion of a Lot within a larger parcel of land within Thurston County, state of Washington which is more particularly described as:

That portion of the Southeast Quarter of section 25, Township 18 North, Range 1° West, W.M., described as follows: Beginning at the Southeast corner thereof, thence N 1° 26' 58" E along the East line of said section 25 a distance of 2314.89 feet to the south easterly right of way line of Northern Pacific Railway, thence S 57° 38' 19" W along said right of way line 1275.76 feet, thence S 32° 21' 41" E 824.81 feet to a point on a curve the radius point of which bears S 78° 45' 49" E 710.74 feet distance, thence Southerly along said curve 95.18 feet, thence along a curve to the right having a radius of 25.00 feet a distance of 38.42 feet, thence N 88° 23' 02" W 169.81 feet, thence along a curve to the left having a radius of 580.04 feet a distance of 590.51 feet, thence along a curve to the right having a radius of 544.07 feet a distance of 27.81 feet, thence S 32° 21' 41" E 397.42 feet. thence S 57° 38' 16" W 250.00 feet, thence S 24° 13' 54" E 211.40 feet to the southwest corner of the southeast quarter of said section, thence S 88° 05' 44" E along the south line of said section 1314.96 feet to the point of beginning.

NOW, THEREFORE, the Association hereby declares that all of 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.

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ARTICLE I

Definitions.

(1) "Association" shall mean and refer to The Eagle Crest Homeowners Association, an unincorporated association, its successors and assignees; each member of which is an owner of residential real property located within the association's jurisdiction, as described in the governing documents, and by virtue of membership or ownership of property is obligated to pay real property taxes, insurance premiums, maintenance costs, or for improvement of real property other than that which is owned by the member. "Homeowners' association" does not mean an association created under chapter 64.32 or 64.34 RCW.

(2) "Governing documents" means the bylaws, plat, declaration of covenants, conditions, and restrictions, rules and regulations of the association, or other written instrument by which the association has the authority to exercise any of the powers provided for in this chapter or to manage, maintain, or otherwise affect the property under its jurisdiction. Chapter 64.38 RCW is included in the Association's governing documents by reference and is the base governing document for the Association. See Article IV herein. Chapter 64.38 RCW is available online at: <https://app.leg.wa.gov/RCW/default.aspx>. A paper copy may be obtained from the State of Washington Code Reviser's Office at the State Capitol.

(3) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(4) "Properties" shall mean and refer to that certain real property herein before described and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

(5) "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

(6) "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.

(7) "Bylaws" shall mean and refer to the Bylaws of the Eagle Crest Homeowners Association.

(8) "Board of Directors" or "board" means the body, regardless of name, with primary authority to manage the affairs of the association.

(9) "Common expense" means the costs incurred by the association to exercise any of the powers provided for in this chapter.

(10) "Residential real property" means any real property, the use of which is limited by law, covenant or otherwise to primarily residential or recreational purposes.

(11) "Vote" Each Lot within the Association is allocated one vote for the formal indication of a choice or opinion relating to the business of the Association.

(12) "Officer" means the elected Association Secretary and Treasurer.

(13) "Eligible Member" means a Lot owner that is in compliance with the Association's governing documents.

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ARTICLE-II
Property Rights.

(1) Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall accompany 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 60 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 conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by members has been recorded.

(2) Delegation of Use. Any eligible Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area to the members of their family, their tenants or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

(1) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall accompany and may not be separated from ownership of any Lot which is subject to assessment.

(2) The Association voting membership is comprised of all Owners. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(3) Owners of Lots that are not in compliance with the provisions of the Association governing documents shall not be eligible to vote on Association matters.

ARTICLE IV

Other Applicable Documents

(1) To the extent that they touch and concern the Properties, the Bylaws of the Association shall be deemed covenants running with the land and shall be as binding upon Owners as if verbatim recited herein.

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ARTICLE V

Covenant for Maintenance Assessments

(1) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments, together with interest, costs, and reasonable attorneys' fees, which 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 association attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

(2) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to support the annual operating costs of the Association.

(3) Annual Assessment: The annual assessment will be based on the anticipated need for funds as indicated in the annual budget as approved at the annual January meeting. Increases in the annual assessment of up to five percent {5%} will require the assent of the majority of the eligible members and proxies present at the annual meeting. Increases in the annual assessment of six percent {6%} up to ten percent (10%) will require the unanimous assent of all eligible member and proxies present at the annual meeting. Increases in the annual assessment greater than ten percent (10%) will require the assent of at least thirty four percent {34%} of all eligible members of the association.

(4) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in an 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 within the neighborhood. Approval of special assessments must have the assent of 34% of eligible members.

(5) Uniform Rate of Assessment. Both annual and special assessments will be set at a uniform rate for all Lots.

(6) Annual Assessment Due Dates. The annual assessment due date will be determined by the Board of Directors following the approval of the assessment amount by the membership as outlined in Article V Sections 3, and 4. Written notice of the annual assessment shall be sent to every Owner.

(7) Validation of Assessment Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association Treasurer setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of the issuance.

(8) Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association

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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 assessments provided for herein.

(9) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of a 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 which 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.

(10) Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- a) All properties dedicated to and accepted by a local public authority.
- b) All common use properties.

ARTICLE VI

Architectural Control

(1) Membership. The Architectural Control Committee (ACC) will be composed of three (3) or more members. The Board of Directors will appoint a chairperson who will appoint committee members. One of the Board members will sit on the committee as an advisor without vote. The members of the said Committee shall not receive compensation for services performed as members.

(2) Duties of the Committee. The Architectural Control Committee will inspect all plans to ascertain the conformity and harmony of external design with existing structures and designs in the association. Key areas shall include but not be limited to location and elevation of any structure, landscaping, or fencing. The committee may also address any issues where the safety or wellbeing of the resident of the association is involved.

(3) Plans approval. No building shall be erected, placed or altered on any Lot until the building plans, specifications, plot plan, landscaping and fencing plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. The Owner shall submit requests for approval within the established guidelines of the Committee. In the event said Committee fails to approve such design and location within thirty (30) days after said plans and specification have been submitted to it, then the same shall be deemed approved. Any design and/or location disapproved may be resubmitted with changes. Any written disapproval by the Committee shall be accompanied by suggested changes from the Committee to facilitate revision and ultimate approval.

(4) Plan submittal and approval. Prior to the addition or modification of any major architectural or structural feature on any lot a plan must be submitted to the Architectural Control Committee. The plan will contain a drawing of the project as

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well as a list of specifications as are required by the committee to determine the acceptability of the proposed changes. The plan must be mailed to the committee chairperson in order to establish the submittal date, which will be the postmark on the envelope. The committee shall respond to the owner in writing within thirty (30) days indicating either approval or non-approval of the plans as submitted. A lack of response by the committee within thirty (30) days shall be construed as an approval. In the case of non-approval, the committee must describe the nature of the issue that is the cause of the non-approval, and the owner may re-submit the plan with the appropriate changes. Upon receipt of approval the owner may proceed with the planned improvement. If approval is not obtained after the second submission to the committee the owner may appeal to the Board in writing. Any appeal to the Board must contain a copy of the most recent plan that was submitted to the committee, and a description of the owner's reason why the plan should be approved. The Board will also consider signed letters of acceptance of the plan by owners whose property has line of sight to the proposed changes. The Board shall respond to the owner in writing within thirty (30) days indicating either approval or non-approval of the plans as submitted. A lack of response by the Board within thirty (30) days shall be construed as an approval.

(5) Appeals. Owners who receive disapprovals from the Committee may appeal to the Board of Directors for final disposition. The appeal must be in writing and contain the original request with the Architectural Control Committee comments.

(6) Waivers. The Architectural Control Committee has the right to grant waivers on a case-by-case basis. Waivers are designed to allow for contingencies not covered by this document and are not to reflect any favoritism towards any person or group of persons.

ARTICLE VII

Use Restrictions

(1) Land Use. Lots shall be used for residential purposes only. Should any question arise as to whether any particular use constitutes a violation of the use for residential purposes the Architectural Control Committee will resolve the issue. The decision of the Architectural Control Committee may be appealed to the Board of Directors, whose decision shall be final.

(2) Structure Use. Primary structures shall be used as the residence building. Additional structures and temporary structures, such as those covered in sections 4 and 5 may be used for their intended purpose but may not be used as a residence at any time.

(3) Primary Structures. The primary buildings allowed on each lot shall be one detached single-family dwelling not to exceed two (2) stories in height and private garage containing parking spaces for not more than three (3) cars.

(4) Additional Structures. Additional structures, i.e., workshops, utility sheds, separate garages, or recreational vehicle storage, may be installed; however, construction or installation of these additional structures or additions must be approved by the Architectural Committee and must be "permitted" as required by

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Thurston County All approved structures or additions must be completed within 6 months of the commencement of construction. The front exterior of all additions shall be cedar or masonry if said structure is visible from the street.

(5) Temporary Structures. Temporary structures shall include, but not be limited to tubular frame shelters, tents, shacks, or any structure that is not permanently affixed to the ground. Temporary structures require special approval by the Architectural Control Committee. Such structures will not be approved for installation between the county right of way and the front of the dwelling.

(6) Other Structures. Antennas, towers, satellite dishes, and other structures not covered in previous sections may have a maximum height of ten (10) feet above the roofline of all residences located within one hundred (100) feet of said structure. Satellite dishes larger than twenty-four (24) inches will not be installed in front of any residence and wherever installed will not be visible from the street. Clothesline shall be located on a Lot in such a manner as not to be visible from the street. Vegetable garden areas shall be located on a Lot in such a manner as to not be visible from the street.

(7) Fencing, Hedges, and Walls. Fencing and hedges, regardless of type or construction, shall not extend beyond the front of the house any farther than the minimum setback line of the residence. Retaining walls which do not exceed a height of two feet above the finished grade on either side may extend only as far as the sidewalk, where no sidewalk exists the retaining wall may extend to the street edge. Fences may have a maximum height of six feet above the finished grade and are to be constructed of wood materials only and shall be artistic in design and shall not detract from the appearance of the adjacent Lots or buildings, nor be offensive to the Owners or occupants thereof. Chain link or metal link fencing will not be permitted. Fencing of the perimeter of the front yard will not be permitted.

(8) Project Timelines. Any projects that cause materials or debris to be visible in the front of the house (i.e., landscaping, plantings, retaining walls, re-sodding, etc.) will be completed within 120 days of the initiation of the project. Project supplies and materials will not remain exposed to public view for more than 120 days.

(9) Driveways. The primary driveway on each lot shall be constructed of concrete and shall extend from the garage and dwelling so that such concrete driveway shall join and make physical connection with the paved portion of the roadway abutting such property. In addition to concrete, asphalt paving, grasscrete, or compacted crushed or round rock may be used for permanent parking areas adjacent to the concrete driveway, street, for vehicle access to backyards, or for backyard parking areas. All rock visible from a street is to be installed so that its surface is not higher than the adjacent paved driveway, sidewalk, or roadway and is prevented from moving onto adjacent planting or lawn areas, sidewalks, or the roadway. The graveled surface visible from a street shall be maintained weed and grass free.

(10) Sidewalks. All sidewalks shall be composed of concrete. Sidewalks will be maintained in such a manner as to provide a safe surface upon which to walk, cycle, skate or conduct generally accepted activities. Ordinary wear and tear shall be considered to be a maintenance item, and is the responsibility of the Architectural Committee. Damage due to actions of plants, i.e., trees and shrubs, shall be the responsibility of the owner of the property upon which the plant exists.

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Damage caused by commercial vehicles, i.e., moving trucks, construction vehicles, or any other heavy equipment, shall be the responsibility of the Owner. The Owner has ninety (90) days from the date of notification by the Board of directors to affect the repair. The Board may grant an extension if it can be demonstrated that a longer period is needed for the repair. Should the Owner fail to complete the repairs within the allotted time the Board is empowered to have the repairs completed and invoice the Owner for the cost of the repair. If the Owner fails to reimburse the Association within one hundred and twenty (120) days of the invoice date the Association may attach a lien on the involved Lot, as outlined in the Board approved processes. All Sidewalks shall be repaired in such a way as to match the other sidewalks in the community with regard to surface finish and thickness. Special treatments such as coloring texturing or exposed aggregate are not permitted, except that consideration will be given by the Board of Directors for special surfaces when the sidewalks are part of a driveway with special surfaces.

(11) Parking. Vehicles parked on the community streets shall be positioned in such a way as to allow for the free movement of all vehicles within the neighborhood. Special consideration should be given to the fact that emergency vehicles are generally larger and require extra space to maneuver. Vehicles that block emergency vehicles may additionally be subject to local codes. Vehicles may be parked in the driveway, next to the driveway in the area located between the driveway and the closest property line, and on the front edge of the property as long as the vehicle is within one (1) foot of the paved roadway. No vehicle shall be parked in such a manner as to block any part of the street or sidewalk and shall not impede the flow of vehicular or foot traffic.

(12) Line of Sight at Intersections. Line of sight at all intersections will be maintained in such a way as to allow the direct observance of traffic in all directions. Fencing or walls that diminish line of sight will not be permitted. Parking of vehicles in such a way as to limit the line of sight will not be permitted in any location. Plantings, such as trees, hedges and shrubs, must be maintained and trimmed as necessary to provide for line of sight. It is the responsibility of the owner of the property upon which the plant exists to ensure compliance. Should a safety issue arise regarding the line of sight the Architectural Committee may be notified, and they will pursue a remedy with the owner.

(13) Recreational Vehicle Storage. Vehicles construed as recreational vehicles, i.e., boats, trailers or motor homes, will not be stored or parked for longer than forty-eight (48) hours on any street or thoroughfare. Permanent storage on any Lot will be permitted only if the vehicle is generally out of view from any front street. Any vehicle not in compliance shall be considered a nuisance and should be brought to the attention of the Architectural Control Committee.

(14) Animals. Animals, livestock, fish or poultry of any kind shall not be raised, bred or kept on any Lot. Household pets such as dogs, cats, and birds, may be kept provided that they are not bred or maintained for any commercial purpose. Ornamental garden ponds with fish are subject to approval by the Architectural Control Committee. Chickens and other fowl are expressly prohibited. Outdoor animal cages or "runs" may be constructed of "chain link" materials and will be a maximum of 6 feet in height and not visible from the street. All outdoor cages or "runs" must be approved by the Architectural control committee.

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(15) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping-ground for rubbish. Trash, garbage, or waste must be kept in sanitary containers with sealable lids or commercial garbage collection containers. Garbage (discarded food waste or any other unwanted or useless material) shall not be disposed of by burying or by burning. All garbage containers and recycle containers shall be stored so as to not be visible from the street. Household waste, to include garbage, will not be stored on any portion of the Lot in plastic, paper or other degradable containers. Compost piles must be maintained in such a way as to be inoffensive in both appearance and odor to other Owners and will not be visible from the street. The Architectural Control Committee will rule on appropriateness of containers and compost piles.

(16) Nuisances. Activities or situations that are determined by the Association to be detrimental to the life, health, or the peace of mind of any member are not allowed within the bounds of the Eagle Crest neighborhood. Nuisances that persist after the parties involved have attempted to reconcile the issue may be brought to the attention of the Board, which will then attempt to mediate a resolution.

(17) Signage. Signs allowed within the Eagle Crest neighborhood are Signs placed in the common areas by the Association, signs indicating that the property upon which the sign is located is for sale or is for rent, political campaign signs, and garage sale signs. All other signs are prohibited. Political campaign signs may be displayed thirty (30) days prior to an election and must be removed within seven (7) days after the election. Garage Sale signs may be displayed only on the day of the sale. Signs for the annual Eagle Crest Community Garage Sale may be displayed for two (2) days prior to the sale and must be removed prior to the day following the event. Signs that are expressly prohibited include: real estate signs located off of the target property, any sign that impedes the line of sight at any intersection. Family name signs or plaques are permitted and encouraged.

(18) Oil and Mining Operations. 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.

(19) Water Supply. No individual water supply system shall be permitted on any Lot.

(20) Utility Services. All permanent utility services and connections within the subdivision shall be provided by underground service exclusively. Utilities to exterior lighting and any structures or additions added to the Lot will be underground exclusively.

ARTICLE VIII

Easements

(1) Common Area. The Common Area shall be subject to an easement of access and enjoyment for all Owners of the Association, and for the collection of storm waters.

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(2) Utilities. An easement is granted to companies that provide utilities including, but not limited to, electrical, telephone, natural gas, water, or cable television to a distance of ten 10 feet parallel with and adjoining the street frontage of all lots in which to install, lay, construct, renew, operate and maintain underground pipe, conduit, cable and wire with necessary facilities and other equipment for the purpose of servicing the Eagle Crest subdivision. The easements entered upon for these purposes shall be restored as near as possible to their original condition. Additionally, each lot shall be subject to an easement 2.50 feet in width, parallel with and adjacent to all interior lot lines, for the purpose of utilities and drainage.

ARTICLE IX

General Provisions

(1) Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations (CC&R's), liens, and charges, now or hereafter imposed by the provisions of this Declaration. Homeowners that refuse to abide by the Association's CC&Rs shall be fined in accordance with the Association's fine schedule. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board shall institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting the homeowners' association, but not on behalf of owners involved in disputes that are not the responsibility of the association.

(2) 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.

(3) Amendment. This Declaration may be amended by petitioner(s) utilizing the following protocol:

- a) A petitioner, an eligible homeowner in good standing, or their proxy shall put forth their written proposal to the ECHA Board of Directors, explaining how the merits of such a change would benefit the community. The written proposal shall be presented to the Board at the Annual or Semi-Annual meetings, where those homeowners present can discuss the proposal's pros and cons.
- b) The ECHA Board may also propose amendments to the CC&Rs. The Board will also present its proposals at the Annual or Semi-Annual Association meeting where those present can discuss the proposal's pros and cons.
- c) A vote shall then be taken by the eligible homeowners of the ECHA, or their proxies, present at the meeting, and if the majority approves, the proposal shall go forward in a secret ballot.
- d) Ballots will be sent via US mail to each homeowner's address of record at the Thurston County Assessor's Office, or in person if present at the meeting. Alternate methods for providing an opportunity for voting allowed

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by Chapter 64.38, Revised Code of Washington, may be used in addition to the US mail. The ballot shall have the language for both the pros and cons of such a proposal being approved.

- e) A proposed amendment shall have a period of 6 months to receive a majority of votes approving or denying the amendment. This initial 6-month period may be extended at the discretion of the ECHA Board to allow for a majority vote to occur.
- f) If a majority fifty-one percent (51%) of eligible homeowners vote affirmatively on the amendment, the amendment will be approved. If the proposal is approved, the amended ECHA CC&R's will be recorded with the Thurston County Auditor by the President of the Association.

(4) The covenants and restrictions of this Declaration shall run with and bind the Eagle Crest Homeowners Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned, being the duly elected President of the Eagle Crest Homeowners Association, has hereunto set their hand this 16 day of MAR. 2023

Robert B. Cartino
Robert Cartino, President
Eagle Crest HOA



State of WA, County of Thurston
Signed & Sworn to (or affirmed) before me on 03, 16, 23 By Robert Cartino
(Notary Signature) [Signature]
My appointment expires July 9, 2024