

**AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MERIDIAN ACRES DIVISIONS 1, 2, 3 AND 4**

THIS AMENDED DECLARATION is made on the date hereinafter set forth by the owners of certain real property in Thurston County, Washington, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, declarant consists of the owners of the following described real property in Thurston County, Washington, to wit:

Lots 1-79 as shown on Plat of Meridian Acres Division 1, recorded on 4/15/82 in Book 21 Page(s) 164, 165, 166, records of Thurston County Auditor.

Lots 81-96 and 98-105 as shown on Plat of Meridian Acres Division 2, recorded on 11/28/84 in Book 22 Page(s) 79 and 80, records of Thurston County Auditor.

Lots 106-141 and 143-185 as shown on Plat of Meridian Acres Division 3, recorded on 9/10/85 in Book 22 Page(s) 125-127, records of Thurston County Auditor.

Lots 186-261 as shown on Plat of Meridian Acres Division 4, recorded on 10/27/87 in Book 23 Page(s) 66-67, records of Thurston County Auditor.

NOW THEREFORE, Declarant, desiring to provide for the preservation of the values and amenities in said community and reasonable maintenance thereof, 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.



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Meridian Acres Community Association (MACA), a Washington non-profit corporation, 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 which is a part of the Properties, including contract sellers, 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 and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at this time is described as follows:

Lot 80 as shown on Plat of Meridian Acres, Division 1, recorded on April 15, 1982 in Book 21, Pages 164, 165 and 166.

Lots 97, 97A and 97B as shown on Plat of Meridian Acres, Division 2, recorded on November 28, 1984 in Book 22, Pages 79 and 80.

Lot 142 as shown on Plat of Meridian Acres, Division 3, recorded on September 10, 1985 in Book 22, Pages 125, 126 and 127.

Two open spaces as shown on Plat of Meridian Acres, Division 4, recorded on October 27, 1987 in Book 23, Pages 66 and 67 (The properties between Lots 215 and 216, also to include property behind Lots 221-225).

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. "Assessment" shall mean and refer to (a) annual dues charged every owner to be a member of the Meridian Acres Community Association; (b) regular and special charges for common expenses, charges and fines imposed by the Board; (c) interest and late charges on any costs of collection, including reasonable attorney fees, including those for appeals, incurred by the Association in connection with the collection of delinquent accounts.

Section 7. "Board" or "Board of Directors" shall mean and refer to all elected board members of the Meridian Acres Community Association.



ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements and 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 right to use the recreational facilities by an owner for any period during which any assessment against the owner's lot that remains unpaid; and for a period not to exceed sixty (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 two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Area and facilities to family members and tenants.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which 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 which is subject to assessment.

Section 2. All Association members shall be owners and shall be entitled to one 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 Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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 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 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 attorney's 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 attorney's 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 delinquent assessments shall not pass to their 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.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be SIXTY THREE DOLLARS (\$63.00) per Lot, subject to the following:

(a) The maximum annual assessment may be increased each year by not more than 5% above the maximum assessment for the previous year by the Board.

(b) The maximum annual assessment may be increased above 5% by a vote of sixty percent (60%) of members with voting rights in person or by proxy, at a meeting duly called for such purpose.

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 sixty percent (60%) of members with voting rights 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 express purpose of taking any action authorized under Section 3 or Section 4, shall be sent to all members in a timely manner of not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of 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 subsequent meeting shall be one-half (1/2) of the required quorum, at the preceding meeting. No such subsequent meeting shall be held less than fourteen (14) days or more than sixty (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 Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments. 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 per cent (12%) 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 assessments provided for herein by non-use of the Common Area or abandonment of their 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 the 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, or erected 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, colors and location of the same, shall have been submitted to and approved in writing as to conformance with these covenants, 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 Control Committee composed of three (3) 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 thirty (30) 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

USE RESTRICTIONS

Section 1. No Lot shall be used for any purpose other than single family residential purposes or purposes incidental thereto. No structures shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling, together with a garage and such other out-buildings as may be used for purposes incidental to single-family residential usage.



Section 2. No lot may be subdivided or used for more than one residential building site. This provision shall not be construed to prevent the combination of two or more Lots into one residential site. If two or more Lots are combined to form one residential building site, these restrictions shall be otherwise applied as if it were one Lot. No basement, shack, garage, tent, barn, or other out-building erected on the property will not be used as the principal residence, temporarily or permanently, nor shall any structure of a temporary character be used as the principal residence.

Section 3. No Lot shall be used in whole or in part for any commercial purposes. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All burning or other disposal of waste material must be in compliance with State of Washington and County of Thurston regulations and shall be accomplished so as to guarantee a minimum of odor, smoke and smoldering. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. Unless a greater set-back shall be required by County or Municipal regulation, no building shall be located closer than twenty-five (25) feet to the front Lot line, nor over neighboring property lines to any side or rear Lot line, except that on corner Lots which have frontage on two streets, no building may be located nearer than twenty-five (25) feet from any Lot line fronting on any street shown on the plat. Front Lot line is defined as that property line of any Lot which faces upon a paved street.

Section 5. No principal residence structure shall be permitted upon any Lot, the finished habitable floor area of which, exclusive of basements, porches and garages, is less than 1000 square feet. All residential buildings constructed on any Lot must: (1) Be built upon permanent foundations; (2) be built according to plans and specifications which meet the minimum requirements of the Federal Housing Administration for residential construction in Thurston County, Washington; (3) be in accord with local standard housing construction and codes; and (4) within reasonable limits, have harmony of external design with other structures within the locality. All structures must be constructed and maintained so as to have a clean and presentable appearance and be in accordance with these protective covenants. The exterior of any building shall be completed within one year from the commencement of construction so as to present a finished appearance when viewed from any angle, unless completion of construction is prevented by cause beyond Owner's control.

Section 6. No Lot within the Property shall be used for residential purposes prior to installation of toilet and bathroom facilities and sanitary and sewage conveniences required for normal residential use. Until such time as sewers may be available (as that term is defined by the regulations of the Washington Department of Health), all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks constructed according to standard Thurston County Department of Health Specifications. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer system. No individual water supply system shall be permitted on any Lot unless such system is



located, constructed and equipped in accordance with the requirements, standards and recommendations of Thurston County Health Department. Approval of such system as installed shall be obtained from such authority.

Section 7. No animals or fowls may be kept for any commercial purposes. Only a reasonable number of house pets, including dogs, may be kept upon the premises for personal use only, so long as they are not kept in such numbers or housed in such conditions as to constitute an annoyance or nuisance to the neighborhood and provided that all house pets, including dogs, which are housed outside of the principal residence must be kept on that portion of the premises located twenty (20) feet or more to the rear of the residence and must be housed in adequate enclosures, maintained in a sanitary and presentable condition. Any person accompanied by, in possession of, or in control of any household pet upon public property or the private property of another person within MACA is required to immediately remove fecal matter deposited by such pet. Owners and caretakers of any household pet shall not allow fecal matter deposited by such pet on the owner's or caretaker's property to accumulate so as to be offensive to other residents. No cattle, poultry, swine, horses or similar animals may be kept upon the premises.

Section 8. Fences of a type which do not detract from the appearance of the Subdivision may be erected on those portions of the lot which lie to the rear of a line located coincident with the front line of the dwelling house extended to the side lot lines and parallel to the front lot line. No fence may be erected on that portion of each lot between the front lot line and the front line of the dwelling house extended to the side lot lines and parallel to the front lot (between the street and the front of the house), which portion of each lot shall be used only as a yard, which term included lawns, flower beds, ornamental plantings, shrubs, trees and the like. Fences should be a natural color, either stained or painted, and any such fence may not exceed seventy-two (72) inches in height. If the owner desires to paint a fence, the choice of color must be conducive to the neighborhood's overall appearance. No fence may be erected or painted on any lot until the Architectural Control Committee has approved the location, design and color of said fence.

Section 9. All parts of all Lots shall be maintained in a sanitary and neat condition, free from vehicles, rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass shall be kept mowed and weeds shall be removed. All tools and equipment shall be stored or housed in a storage building provided therefore.

Section 10. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent.

Section 11. 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.



Section 12. Protective screening areas are established as shown on the recorded plat, including a twenty (20) foot strip of land on the residential Lots along the property lines of Duterrow Road, and along the northerly line of the plat. Except as otherwise provided in Section 13 below regarding street intersections, and excepting one sign at each entrance to Duterrow Road identifying the subdivision, planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such area. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

Section 13. Excepting only the subdivision identification signs identified in Paragraph 12, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection to the street property lines extended. The same sight-line limitations shall apply on any lot within (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. No trailer, mobile home, double-wide mobile home, expandable mobile home, with or without permanent foundation, may be erected or placed upon any Lot, except that not more than one travel trailer or recreational vehicle and one boat trailer may be parked upon the side or rear of the Lot so long as it is no closer to the front Lot line than thirty (30) feet and so long as it is not used temporarily or permanently as a residence. No equipment other than motor vehicles may be kept in driveways. No article deemed to be unsightly by the Architectural committee shall be permitted to remain on any Lot that is detracting from the overall appearance of the community. Without limiting the generality of the foregoing, trailers, graders, trucks (other than pickups), boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times except when in actual use in enclosed structures, fenced areas, or garaged. Between Memorial Day and Labor Day Weekends, trailers and boats that are being readied for use for recreational purposes may be kept in a way to ease loading and cleaning but should at no time impact traffic on the roads. On special events during the fall and winter months for recreational purposes a 72 hour parking window is authorized for loading and cleaning. No motor vehicle shall be permitted, at any time, to remain in a visible state of disrepair or disassembly. A 'Motor Vehicle' includes anything that can be propelled by a motor upon a public highway and any off road vehicle such as an ATV, dune buggy or dirt-bike motorcycle.

Section 15. Exterior painting. Paint color for painting exterior surfaces of building and other Improvements to structures must be submitted to and receive prior written approval of the Architectural Committee. The Committee may require an Owner to repaint a color that has not been approved.



Section 16. Roofing Materials. All roofing materials and colors must be approved in advance by the Architectural Committee. The Committee may adopt a list of roofing materials pre-approved by the Committee.

Section 17. Garbage/ Recycle Bins. All Garbage and recycle cans shall be stored behind the fence line or side of the house at a minimum. No storage in front of the house.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Community Wide Standards. Meridian Acres is an attractive, pleasant community to live, which adds value to each and every home within the development and enriches the lives of all those who live there. The CCR's are part of every deed to every home in MACA and they assign to each owner certain responsibilities and delegate to the Association certain authority to make decisions and to take actions, both of which preserve and advance the community wide standards. The CCR's make each owner responsible for complying with specific restrictions, for receiving prior written approval from the architectural committee before doing certain things described in this document and for following the rules and regulations that the Board adopts from time to time.

Section 2. Voluntary Compliance. The primary means for preserving and advancing the community wide standard is for each owner to perform the responsibilities of an owner voluntarily. MACA has achieved its existing neighborhood character largely because of individual owners taking their responsibilities seriously. The actions of responsible owners will continue to minimize the need for the Board to create CCR compliance through enforcement actions. Occasionally owners will fail to comply with requirements clearly set forth in the CCR's and something more is necessary to bring them into compliance. In acting to obtain an owner's compliance with the CCR's, the Board will use a process that is fair, efficient and effective. The Board urges all owners to make every attempt to solve problems themselves before involving the Board and imposing fines.

Section 3. Board Authority: The CCR's give the Board authority and a variety of tools to use in preserving and advancing the community wide standards. The Board may create rules, regulations, procedures and penalties and may resort to various remedies to restore compliance with the CCR's, including but not limited to:

- a. Suspending an owner's voting rights
- b. Suspending an owner's, or any other person's, right to use any common area
- c. Requiring an owner, at their own expense, to remove a violation
- d. Preventing a contractor or agent from continuing work on a CCR violation
- e. Imposing a fine
- f. Imposing a specific assessment
- g. Filing a lien against a lot or owner
- h. Curing a CCR violation and charging all costs of the cure to the owner



- i. Bringing a lawsuit to attain a court order for requiring compliance of a home owner to meet CCR's, as well as a judgment for all damages, attorney fees and costs incurred

Section 4. Enforcement: The Association, or any owner, shall have the right to enforce 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 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. All owners have the right to a hearing before the Board with regard to violations being pursued by requesting a hearing in writing within thirty (30) days of receiving a violation notice. The purpose of the hearing is to further clarify the nature of the offense and further specify the remedy to correct the problem.

Section 5. Compliant Procedures: Any owner may send a letter or email to any MACA Board member giving a full and detailed account of the problem, including who, what, when and where. Members who make the complaint must identify themselves to the Board although the complaint filing member's name will not be released to the person receiving the complaint. Any member who does file a complaint retains the right to file a complaint with the local sheriff or other civil authorities, and is encouraged to do so, if appropriate.

Section 6. Fines: The Board, within fourteen (14) days of receipt of a complaint, will investigate its validity and take the appropriate action, which may include mailing a certified letter stating the nature of the complaint and the penalty to the member in violation. The Board will keep a copy of the complaint on file and the letter shall include a statement providing the resident in violation with an opportunity to respond to the alleged violation. This statement shall be worded in a manner that allows for and encourages a civil response. The violation shall be corrected in a reasonable time not to exceed thirty (30) days of notice or the following fine schedule will be enacted:

- a. A certified letter will be sent to the violator
 - o The violator shall have fourteen (14) days to remedy the violation or schedule a hearing with the Board
- b. If the violation is not corrected within thirty (30) days of receipt of the certified letter, a fine of \$125.00 will be assessed and a further \$125.00 fine for every thirty (30) days after. At no time shall the fine exceed \$500.00.
- c. Once a \$500.00 fine is reached, there will be a lien placed upon the lot.
- d. Multiple violations can assess multiple fines.

Section 7. 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 8. Amendment. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 9. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of members.



Section 10.--Notice to Prospective Lot Owners. Declarant advises that Meridian Acres is located in an area where blast noises from heavy weapons firing at Fort Lewis may be experienced. Prospective Lot owners are also placed on notice that from time to time Ostrum Mushroom Company maintains composting in the general vicinity of Steilacoom Road and Marvin Road and that at certain times during the year, odors may occur which some people might find objectionable.

