

**DECLARATION OF AMENDED ARTICLES OF INCORPORATION AND PROTECTIVE COVENANTS APPLICABLE TO CLEARWOOD COMMUNITY ASSOCIATION, INC.**

# **COVENANTS**

This book contains the Amended Articles of Incorporation and Amended Protective Covenants as recorded in Thurston county, Washington on April 11, 1974 and June 1, 1990, respectively as:

(1) Auditor's File No. D2237278, Page 445, and (2) Auditor's File No. 9006010001, volume 1735, Pages 364 thru 378.

CLEARWOOD COMMUNITY ASSOCIATION, INC.  
21603 CLEARLAKE BLVD; N.  
YELM. WA 98597  
(360) 894-2941

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**AMENDED ARTICLES OF INCORPORATION OF CLEARWOOD COMMUNITY ASSOCIATION PURSUANT TO ELECTION TO BE GOVERNED BY THE PROVISIONS OF CHAPTER 24.03 RCW**

**ARTICLE 1**

The name of the corporation shall be "Clearwood Community Association," herein called "Association."

**ARTICLE 2**

The duration of the Association shall be perpetual.

**ARTICLE 3**

The purposes for which the Association is formed are:

A. To acquire, construct, improve, maintain and operate community recreational facilities, including but not limited to parks, shelters, beaches, docks, bath houses, fishing facilities, boat launching and mooring facilities, parking areas, access streets and road, bridle trails, stocked fishing areas and other common facilities and areas of every description in or for the common use of the resident of a residential community to be known as CLEARWOOD and located in Thurston County, Washington.

B. To acquire, construct, improve, maintain and operate, and to grant franchises and easements for, utility systems in or for the benefit of such community.

C. To exercise, through an architectural control committee or by other means, powers of supervision and control over the improvements, maintenance and use of land in such community by interpreting and enforcing the protective covenants and restrictions, including building restrictions, to which the land in Clearwood may now or hereafter be subjected.

D. To do all things necessary and proper to carry out the purpose of the Association.

**ARTICLE 4**

The address of the registered office of the Association shall be 800 - 156th N. E. Bellevue, Washington, and the name of the registered agent at such address is Steve Willard.

**ARTICLE 5**

The management of the Association shall be vested in a Board of Directors which shall consist of not less than (3) persons, and the number, qualifications, terms of office, manner of elections, time and of meeting, and duties of the directors shall be such as are prescribed by the ByLaws of the Association.

## ARTICLE 6

The names and addresses of the directors in office at the time of the adoption of these Amended Articles of Incorporation are:

### Name & Address

Johnny W. Walker  
133 Golden Gate  
Tacoma, WA 98466

Everett Cox  
1425 N Bennett  
Tacoma, WA 98406

Ronald Murphy  
1063 S Snoqualmie St.  
Seattle, WA 98108

Kenneth E. Jones  
111 S 62nd St  
Tacoma, WA 98408

Jerry Miller  
903 7th St SE  
Auburn, WA 98002

John Gurnee  
Rt 1 Box 1656  
Yelm, WA 98597

Lawrence Skinner, M.D.  
4411 26th Loop  
Lacey, WA 98502

## ARTICLE 7

The name and address of the Incorporator is:

Johnny W. Walker  
133 Golden Gate  
Tacoma, Washington 98466

## ARTICLE 8

If the Association is dissolved, all of its real property, including but not limited to facilities described in Article 3 shall be dedicated to such competent governmental bodies as are willing to accept them and to operate and maintain them in a manner appropriate to and consistent with the character and environment of Clearwood. The balance of the Association's property, including

all real property not accepted by competent governmental bodies, shall be distributed in accordance with the Washington Nonprofit Corporation Act to those persons who at that time are members of the Association. Nothing in these Amended Articles of Incorporation shall preclude the formation of a successor to the Association or the conveyance of its assets to such successor in such event of dissolution.

### **ARTICLE 9**

Any director may at any regular or special meeting of the Association's members and with or without cause be removed by a majority of the votes which members present at such meeting or represented by proxy are entitled to cast.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 1974.

Johnny W. Walker

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO ALL DIVISIONS OF CLEARWOOD**

**WITNESSETH:**

WHEREAS, a majority of the owners of Lots and Tracts lying within all Divisions of Clearwood, in Thurston County, Washington, have voted in writing to amend and combine the Covenants, Conditions and Restrictions now applicable to Division I recorded under Auditor's File No. 743396; Division II, recorded under Auditor's File No. 760888; Division III, recorded under Auditor's File No. 761044; Division IV, recorded under Auditor's File No. 787200; Division V, recorded under Auditor's File No. 808775; Division VI, recorded under Auditor's File No. 815734; Division VII recorded under Auditor's File No. 852827; Division VIII, recorded under Auditor's File No. 870539; Division IX., recorded under Auditor's File No. 892542; Division X, recorded under Auditor's File No. 907909; Division XI., recorded under Auditor's File No. 911148; Division XII, recorded under Auditor's File No. 911150; Division XIII, recorded under Auditor's File No. 953354; Division XIV, recorded under Auditor's File No. 892544; Division XV, recorded under Auditor's File No. 953356; Division XVI, recorded under Auditor's File No. 911152; Division XVII, recorded under Auditor's File No. 911154; Division XVIII, recorded under Auditor's File No. 911156; Division XIX, recorded under Auditor's File No. 917913, into these Amended Covenants, Conditions and Restrictions, which shall hereafter apply to all of Clearwood.

NOW THEREFORE, the owners of a majority of the Lots and Tracts In Clearwood hereby promulgate and file the following Amended Protective Covenants, Conditions and Restrictions applicable to all Divisions in Clearwood, Thurston County, Washington, effective September 1, 1990.

**I. DEFINITIONS**

1. *"Clearwood"*, as defined in this Amended Declaration of Covenants, Conditions and Restrictions, means Clearwood Divisions I thru XIX.
2. *"Community Park and Recreational Facilities"* means Tracts in Clearwood in those Divisions covered by this Amended Declaration and which are designated thereon and set aside as Community Park and Recreational Facilities.
3. *"Common Area"* means, collectively, Community Park and Recreational Facilities; drainage and utility facilities, including the water system; walkway easements; the private roads identified and described on the recorded plats of all Divisions covered hereunder, and the drainage and utility easements hereinafter described, all of which are hereby designated and set aside for the common use, enjoyment or benefit of the residents of Clearwood.
4. *"Residential 'Recreational Lots'"* means lots in Clearwood Divisions I thru XIX now or hereafter designated for residential/recreational use, including such as result from the subdivision of existing platted Residential/Recreational Lots, including platted Residential/Recreational Lots.

5. "*Association*" means Clearwood Community Association, Inc., a Washington corporation, organized under the Washington Nonprofit Corporation Act.

## **II. RECITALS**

1. "*Weyerhaeuser Properties*" means Weyerhaeuser Properties, Inc., a Washington corporation, who, through its subsidiary, the Quadrant Corporation, was the developer of Clearwood and has sold the platted Residential/Recreational Lots in said district and made each of them subject to certain uniform covenants and restrictions for the benefit of all other Residential/Recreational lots in Clearwood and their owners, purchasers and lawful occupants. The control of Clearwood is now the responsibility of the property owners acting through Clearwood Community Association and its Board of Directors.

2 Clearwood is designed to be a community with permanent parks, open spaces, recreational assets and other common facilities designed to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants, as heretofore established and now reestablished in an amended form, are intended to preserve and enhance the values and amenities of the community.

3. The Association has been organized under the Washington Nonprofit Corporation Act to acquire, hold and maintain in accordance with its Bylaws, as from time to time amended, the Common Areas in the community and, through its Architectural Control Committee and other proper officers, to interpret and enforce the protective covenants and restrictions set forth herein.

## **III. GENERAL PROVISIONS**

1. All land in Clearwood Divisions I thru XIX shall be acquired, held and transferred subject to these protective covenants and restrictions, which are intended to benefit all Residential/Recreational Lots and their respective owners, purchasers and other lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land, and every person who by deed, contract or lease acquires any interest in any said Lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated, and his or her respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable at law or in equity by any owner, purchaser or other lawful occupant of land in Clearwood Divisions I thru XIX, including the Association, against any person who shall violate or attempt or threaten to violate them.

3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument of conveyance by reference to the same as "Amended Declaration of Covenants, Conditions and Restrictions Applicable to All Divisions of Clearwood," and the file number of the Auditor of Thurston County under which they are recorded.

#### **IV. WATER WELL**

No individual water well shall be permitted in Clearwood and each water user must be connected to the central water system under the ownership and control of Clearwood Community Association as Common Area. The water system shall be managed according to the laws of the State of Washington relating to water systems and regulations of the Thurston-Mason County Health District.

#### **V. ENTRY GATES**

"Entry Gates" means front and back gates by which to enter Clearwood with a key card by Clearwood Association members in good standing. There is also a service gate in Division I. Each property owner is responsible for the entrance of guests or service people through the gates. Vehicles over five tons gross weight shall be prohibited on Clear Lake Boulevard North between Vine Lane on the west and Clear Lake Boulevard on the east. In no event shall any member be deemed to be in good standing and thus entitled to a key card unless the assessments on his or her Lot have been paid.

#### **VI. SIGNS**

- I. No sign of any kind shall be displayed to the public view in Clearwood except the Following:
  - a. **One sign for each Residential/Recreational Lot of not more than two square feet, identifying the occupants thereof.**
  - b. One sign of not more than five square feet, advertising a Residential/Recreational Lot for sale or rent; and
  - c. Commercial signs in areas designated for community use.
2. Signs of information of directives by the Association.
  - a. All posted signs by the Clearwood Community Association shall be observed by Lot owners and any renter/resident and guest on any Lot;
  - b. "Foot Traffic Only" signs means no wheels except wheelchairs; and
  - c. Posted speed limit signs must be observed.

#### **VII. ANIMALS**

No domestic animal or fowl of any kind shall be kept, quartered or maintained in Clearwood at any time except:

- a. **Dogs, cats or other household pets may be kept on a non-commercial scale by owners or occupants of Residential/Recreational Lots. No animal of any kind may be kept, quartered or maintained in Clearwood if its presence produces a common law nuisance.**

## **VIII. REFUSE, SEWAGE, RUINS & REMAINS**

1. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of or permitted to remain on land in Clearwood, vacant or otherwise. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view. The person or persons in control or possession of any Residential/Recreational Lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, ashes, refuse ruins and vehicles unable to run on their own power and other remains. No vehicle shall be abandoned or dismantled and no major vehicle work shall be performed on any part of a Residential/Recreational Lot. No vehicle in an extreme state of disrepair shall ever be parked or permitted to remain on any Residential/Recreational Lot or Common Area for more than 48 hours. Permanent residents and renters of each Lot shall obtain garbage pickup on the designated day by the refuse company servicing Clearwood. The dumpsters in the Common Areas are for the convenience of campers and the maintenance crew in order to keep the restrooms, beaches and cabanas clean.

2. No sewage disposal system of any kind shall be permitted in Clearwood unless it is designed, located constructed and maintained in accordance with the requirements and standards of proper governmental authorities. The use of privies or other pit toilets is prohibited. Sewage draining from RVs, trailers and other vehicles onto the ground is prohibited and in violation of Thurston County Health Department regulations, and any such dumping shall be done only at the RV dump station located near the back gate. Septic tanks are the responsibility of the lot owner.

## **IX. CLEARWOOD COMMUNITY ASSN, INC.**

1. Every conveyance or other transfer of land in Clearwood, or interest therein, shall be subject to the Articles of Incorporation and Bylaws of the Association as from time to time amended. Every grantee or purchaser of an interest in land in Clearwood, by the act of purchasing or accepting the same for himself, his heirs, assigns and other successors, shall be bound by said Articles and Bylaws to faithfully perform all obligations thereby imposed upon him and in particular to pay such assessments as may be established by a vote of the Lot owners at the annual meeting or any special meeting called for such purposes. The amount assessed against each Lot shall bear the same proportion to the total amount assessed against all Lots as the number of Residential/Recreational Lots subject to assessments. Payment of such assessments shall be due within thirty (30) days after notice of assessment. The water service charge shall be included in the assessment billing, as well as any special levies which might be voted in by the Lot owners at an annual meeting. Assessments shall bear interest at a rate to be established by the Board of Directors of the Association not in excess of the rate set by statute.

2. If any person in control or possession of any Residential/Recreational Lot breaches or fails to perform any of these covenants, conditions or restrictions, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable-cost thereof from the owner or other person in control or possession by means of a special assessment, without the necessity of a vote of the owners.

3. Such general and special assessments, together with reasonable costs of collecting them, including reasonable attorney fees, shall be a personal obligation against the owner of the Lot, which the Association may enforce by court action. Such general and special assessments also constitute a lien upon the owner or purchaser's interest in the land in Clearwood, which shall be enforceable by foreclosure proceedings in the same manner as provided by law for foreclosure of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of assessment. In addition to all other remedies, the Association shall have the right to withhold the current gate card to any Lot owner, purchaser or occupant until assessments have been paid.

## **X. BUILDING AND LANDSCAPING RESTRICTIONS**

1. Only single-family residences and outbuilding auxiliary thereto (such as garages, storage sheds, wood sheds and the like) may be constructed or permitted to remain on the Residential/Recreational Lots in Clearwood Divisions I thru XIX. Storage sheds shall not be plumbed and shall be limited to one story and placed in an inconspicuous spot on the Lot, but only with the approval of the Architectural Control Committee, sometimes referred to herein as the Committee.

2. No construction shall be commenced without first obtaining approval by the Architectural Control Committee as to plans and a building permit from the proper governmental authority. All buildings shall conform to the specifications of the most recently adopted State of Washington Electrical Code and the Uniform Building Code and in accordance with fireplace requirements and plumbing code and all waste requirements in force at the time of commencement of onsite construction.

3. Each single-family residence shall contain a minimum of 600 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. Mobile homes, as defined by the statutes of the State of Washington, are hereby prohibited as permanent residences.

4. All residential structures shall be erected on a concrete foundation, built according to specifications of the Thurston County Building Department, with the exception that as to structures over steeply pitched ground, a combination of concrete blocks on a concrete foundation poured on site may be used.

5. Buildings on residential Lots shall be simple, well-proportioned structures. Exterior finishes shall have a flat, non-gloss appearance, and colors shall tend to dark grays, gray-greens, browns and earth tones. Exterior trim shall be stained or painted to compliment the finishes they adjoin.

6. The Architectural Control Committee may, upon application by the owner and upon studying the house plans and the site, determine whether the building should or should not have an overhang of the roof, and if so, how much, so long as the building designs are aesthetic, appealing and compatible with the overall character of Clearwood.

7. No building shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors:

- a. Quality of workmanship and materials
- b. Harmony of external design and finish with the topography and with existing structures;
- c. The effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the Committee's responsibility to give the maximum protection to such views as may be reasonable under the circumstances; and
- d. All other factors which the Committee may, in its sole discretion, deem to affect the desirability or suitability of the proposed structure or alteration.

Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under Section I of this Article X and if they are complimentary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

Minimum side yards and setback distances are to be those specified by the proper governmental authorities and as shown on the plats.

The exterior of any building shall be completed within one (1) year of the beginning of construction so as to present a finished appearance when viewed from any angle.

8. Maintenance and any alterations of Common Areas shall be the responsibility of the Board of Directors and the Committee. No trails, steps or other appurtenances shall be allowed from private lots to cross Common Areas. No removal of natural trees, shrubs, brush or other ground cover shall be undertaken on any Residential/Recreational Lot unless and until the plans for and/or specifications of such work shall have been submitted to and approved by the Architectural Control Committee.

9. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within thirty (30) days of submission to the Committee or its duly appointed representative and shall be in writing. Any owner or purchaser aggrieved by the Committee's action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the committee's mailing of its decision and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

10. No Fence, hedge or boundary wall shall be located closer to the street than the minimum building setback line. No chain-link fence shall be permitted on any private Lot in Clearwood. No fence, hedge or boundary wall situated anywhere on a Residential/Recreational Lot shall have a height greater than six feet above the finished grade surface of the ground, and in no event shall any fence, hedge or boundary wall be maintained or permitted to remain at a height that unreasonably impairs the view from any other lot. No trees or bushes, other than those presently existing, shall be permitted to attain a height that would unduly impair the view from any other Lot. By permission from the Architectural Control Committee view Lot owners may be permitted to remove some lower branches from trees or brush obstructing their view. Prior permission from the Architectural Control Committee is mandatory.

11. Adequate off-street parking for at least two cars shall be provided on each Lot.

12. The use of tents, RVs, campers, travel trailers or motor homes shall be permitted on Residential/Recreational Lots during the one (1) year construction period. The use of RVs, travel trailers, campers, tents and motor homes is prohibited as permanent residences; however, they may reside on Residential/Recreational Lots from one weekend before the opening of fishing season through October 31, at which time all RVs, travel trailers, campers, tents and motor homes shall be removed from the individual Lots. Any owner, purchaser or occupier who does not remove such vehicles so designated will receive a fine to be determined by the Board of Directors, based upon the cost of such removal. Boats shall be permitted at the designated boat tie-ups from one weekend before the fishing season through October 31, at which time they shall be removed, and in the event the owner thereof does not remove the boat, the Association may levy a fine. RV's, trailers and campers may be stored at residences only if screening from the road is agreed upon by the Architectural Control Committee and the Lot owner. In the event an agreement cannot be reached, the issue shall be determined by the Board of Directors of the Association.

13. Easements for drainage, utilities, walkways, driveways and access roads are shown on the face of the respective plats. In addition, five-foot-wide drainage and utility easements are reserved within and along the front and back property lines of all Lots, and two-and-one-half-foot-wide drainage and utility easements are reserved within and along the side lines of all Lots.

14. All driveways shall be constructed to prevent the flow of surface water onto the street. All driveway crossings over drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, unless the Architectural Control Committee determines that such culverts are not necessary. Culverts shall be concrete pipe, eight inches in diameter, and shall be installed at a depth sufficient to permit an unobstructed water flow in the ditch. The owner or occupant of the Lot shall keep the culvert under it unobstructed and in good operating condition.

15. Outdoor fireplaces and fire pits must be placed in an open area safe from trees, brush, underground peat and other flammables and should be lined with rock or concrete. Owners, visitors, renters/residents are responsible for putting fires out completely before leaving their Lot.

## **XI. REPAIRS, MAINTENANCE & CLEANLINESS**

The buildings and grounds of each developed Residential/Recreational Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control. No objects foreign to the Clearwood environment (including particularly disabled vehicles), furniture or appliances shall be permitted to remain out of doors on any Residential/Recreational Lot.

**XII. ENFORCEMENT OF COVENANTS**

The Association shall have the right through the Bylaws to levy fines for any violations in Articles IV through XI. Any violation of covenants appearing in Articles IV, V, VI, VII, VIII, IX, X and XI shall be considered to be a nuisance and the Association or its duly appointed representative shall have the right upon written notice to enter upon the Lot where the violation occurs or appears and abate the nuisance at the expense of the owner or other person in control or possession. The Association, its duly appointed representative or any person owning land in Clearwood may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants, to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefor. "The Association or any person bringing such action shall be entitled to recover from the violator reasonable attorney fees, court costs and other costs reasonably incurred, which costs shall constitute a lien upon the violator's land in accordance with the laws of the State of Washington.

**XIII. DURATION OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS**

These amended covenants, conditions and restrictions shall be binding upon all persons owning or purchasing land in Clearwood Divisions I thru XIX until September 1, 2010, at which time these covenants, conditions and restrictions shall be automatically extended for successive periods of twenty (20) years, unless by vote of persons owning or purchasing a majority of the Lots in Clearwood Divisions I thru XIX agree to change the covenants in whole or in part. For the 'covenants to be changed in whole or in part fifteen (15) years after this date, a vote of sixty-five percent (65%) of the Lot owners shall be required, and for the covenants, conditions and restrictions to be changed in whole or in part in ten (10) years, a vote of seventy-five percent (75%) of the owners shall be required.

**XIV. SEVERABILITY**

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants, conditions and restrictions shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these covenants, and the remaining portion shall remain in full force and effect.

Dated this 30th day of May, 1990 CLEARWOOD COMMUNITY ASSOCIATION, INC.  
Gordon Hoffard, President  
Attest: Darlene Johnson, Secretary

**CERTIFICATE**

THIS IS TO CERTIFY that the foregoing Amended Declaration of Covenants, Conditions and Restrictions Applicable to All Divisions of Clearwood has been approved by the written vote of the persons owning a majority of the Residential/Recreational Lots in Clearwood Divisions I thru XIX, and that the signatures are on file, attached to the duplicate original of this instrument on file in the office of the corporation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1990.

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Darlene Johnson, Secretary