

AFTER RECORDING RETURN TO:

Carl D. Teitge
815 N. Stadium Way
Tacoma, WA. 98403-2827

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The property affected by this declaration is lots 2-19 of the future Plat of Logyard Estates which is a portion of the following described property:

Lots 1 through 4, Block C, Lots 1, 2 and 3, Block D, Lot 4, Block B, of American Home Garden Tracts as recorded in Volume 8 of Plats page 55.

Assessor's Property Tax Parcel Account number(s): 31500300100, 31500400100, 31500400300, 31500200400.

DECLARATION

This Declaration is made this 12th day of October, 2005, by Carl D. Teitge Investments Inc. and Madison and York Investments Inc. Washington corporations referred to as "Declarant".

PROVISIONS

The Declarant is the owner of the above described real property in Thurston County, as recorded July 15, 2005, under Auditor' File #s 3748236 and 3748235 in Thurston County, Washington (hereinafter referred to as "the property" or "properties").



The Declarant will convey the above numbered building lots after the Final Plat of Logyard Estates is recorded, subject to protective covenants, conditions and restrictions, reservations and charges.

The Declarant declares that the properties described in ARTICLE II shall be held, sold and conveyed, subject to the following easements, restrictions, reservations, liens, covenants and conditions which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, restrictions, reservations, liens, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest to any of the property described and all parties having or acquiring any part of an interest in any of the property described.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Logyard Estates Home Owners Association, a Washington non-profit corporation, its successors and assigns.

Section 2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot 2-19 which is part of the property, including contract purchasers, but excluding those having such interest as security for the performance of an obligation.

Section 3. "Property" means the real property described.

Section 4. "Common Areas" means all real property including the improvements owned by the Association for the common use and enjoyment of the



owners. It shall also mean the Peterbilt Lane and Kenworth Lane Private Road Easements and the Storm Water Facilities Associated with the private roads.

Section 5. "Lot" means and refers to any of the individual lots 2-19 shown upon the recorded subdivision map.

Section 6. "Declarant" shall means and refers to Carl D. Teitge Investments Inc, and Madison and York Investments Inc., and their successors or assigns who should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in, Thurston County, Washington, and is described as follows:

The property affected by this declaration is lots 2-19 of the future Plat of Logyard Estates which is a portion of the following described property:

Lots 1 through 4, Block C, Lots 1, 2 and 3, Block D, Lot 4, Block B, of American Home Garden Tracts as recorded in Volume 8 of Plats page 55.

Assessor's Property Tax Parcel Account number(s): 31500300100, 31500400100, 31500400300, 31500200400.

ARTICLE III

GENERAL PROTECTIVE COVENANTS

Section 1. Mortgages Protected. Nothing shall impair or defeat the lien of any mortgage or deed of trust covering any lot or lots. Title to any property obtained as a



result of any foreclosure proceeding shall specifically be held subject to all of the provisions of this Declaration.

Section 2. Easements. Easements for utilities, drainage, and private roads are contained in the recorded plat map of Logyard Estates. The Association shall restore any easement it works within reasonably to its former condition after the work is completed.

Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of the drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public utility maintains the Association is responsible to maintain.

Section 3. Water Supply. No individual water supply system shall be permitted on any lot.

Section 4. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 of the street property lines extended. The same



sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5. Storm Drainage Facilities. The Association shall be responsible for Stormwater Drainage Facilities and the open area surrounding them.

Section 6. Peterbilt Lane and Kenworth Lane. The Association shall be responsible for the maintenance, repair and improvement of the private roads.

ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership.

Section 2. Class "A"--Class "A" members shall be all Owners, with the exception of the Declarant, 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.

Section 3. Class "B"--Class "B" member(s) shall be the Declarant or successor and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or



(b) On December 31, 2010.

Section 4. FHAVA Approval. As long as there is Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedications of Common Areas and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE V

AGREEMENT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Property, agrees, and each Owner of any lot by acceptance of a deed, whether or not it is expressed in the deed, is accepting and agreeing to pay to the Association: (1) annual assessments to be established and collected. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property for each assessment made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of any Common Areas, the maintenance of Stormwater Facilities, the landscaping, the private



roads Peterbilt Lane and Kenworth Lane and for the reasonable costs of maintenance and the costs of the Association including accounting, insurance and legal fees.

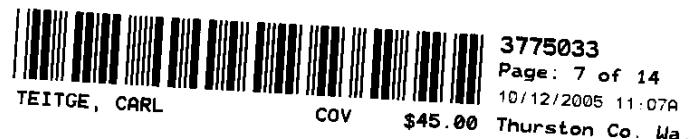
Section 3. Maximum Annual Assessment. Until December 31, 2006, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot.

(a) From and after December 31, 2006, the maximum annual assessment may be increased 5% or less by a majority vote of the Board of Directors and may be increased above 5% by a vote of fifty percent (50%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, Stormwater Facilities, Roads and Landscaping including fixtures and personal property. The special assessment must be approved by fifty percent (50%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 and 4 shall be sent to all members no less than thirty (30) days nor more



than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of each class 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 following meeting shall be held 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 or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided shall commence on all lots on the first day of the month following the conveyance of the building lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 annual assessment shall be sent to every owner subject to the assessment. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association acknowledging whether the assessment of a specified lot has been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding on the Association.



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 (12%) per annum or the maximum rate allowed by the usury laws if the annual % rate is less than 12%. The Association may bring 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 Areas or abandonment of his lot.

Section 9. Subordination of the lien to Mortgages. The lien of the assessments shall be subordinate to any first mortgage lien. Sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien and such assessments as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such lot from liability for any assessments after becoming due.

Section 10. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership is required by ownership of a lot and may not be separated from ownership of any lot which is subject to an assessment.

Section 11. All monies collected by the Association must be used solely for the purpose(s) for which the funds were collected and this section may not be amended for any reason.

ARTICLE VI

MAINTENANCE OF ACCESS ROADS, STORMWATER DRAINAGE FACILITIES AND LANDSCAPING

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Section 1. Maintenance Agreement. Easements are granted for the installation, inspection, and maintenance of utilities, streets, drainage facilities and landscaping around the drainage facilities as delineated on the plat of Logyard Estates, records of Thurston County. No encroachment will be placed within the easements which may damage or interfere with the installation, inspection, and maintenance of the utilities. If the Association must work within any easement, it shall complete the work within a reasonable time and reasonably restore landscaping.

All operations and maintenance of the storm water drainage facilities, including all expenses shall be paid by the Association. In the event the Association, in the judgment of the Thurston County, fails to maintain drainage facilities within Logyard Estates, or if the Association or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Association or successors agree to the following remedy: After thirty (30) days notice by registered mail to the Association or successors, Thurston County may correct the problem or maintain the facilities as necessary to restore the full design for all costs associated with engineering and construction of the remedial work. Thurston County may charge interest as allowed by law from the date of completion of construction. Thurston County will place a lien on the property including lots 2-19 of Logyard Estates for payment. The costs or fees incurred by Thurston County, should legal action be required to collect such payments, shall be borne by the Association or successors.

Section 2. Maintenance of Facilities.



(a) The Association agrees to maintain in good order and repair the storm water facilities and the private roads, located in Logyard Estates to the requirements and standards of Thurston County. If in the opinion of Thurston County the facilities or private roads are not maintained to Thurston County Standards, a fee may be charged to each property owner by the Association for maintenance and or repairs of the facilities. Maintenance and or repairs can be hired out by the Association or repairs can be done by the members, as long as work meets with Thurston County standards.

(b) All storm water runoff from rooftops shall be handled to retain all runoff on-site as required by Thurston County standards at the time of home construction.

Section 3. Maintenance Schedule. A maintenance schedule for drainage system components and streets shall be completed as outlined in Residential Agreement To Maintain Stormwater Facilities And To Implement A Pollution Source Control Plan as recorded under Thurston County Auditor's Fee # 3738588 recorded June 10, 2005.

Section 4. Stormwater Agreement. The Association shall provide the drainage and road maintenance required in the Residential Agreement To Maintain Stormwater Facilities And To Implement A Pollution Source Control Plan as recorded under Thurston County Auditor's Fee # 3738588 recorded June 10, 2005.

Section 5. Maintenance Schedule. The Association shall provide the drainage and road maintenance at the times required in the Residential Agreement To



Maintain Stormwater Facilities And To Implement A Pollution Source Control Plan as recorded under Thurston County Auditor's Fee # 3738588 recorded June 10, 2005.

Section 6. Amendment to Stormwater and Road Maintenance Requirements
Thurston County Approval. The Declarant and all lot owners have agreed to maintain the stormwater facilities and the private roads. Thurston County is a party to these agreements. None of these agreements, which have been approved by Thurston County, shall be amended without the approval of Thurston County.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Logyard Estates Home Owner's Association and/or the owner of any lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and liens imposed by the provisions of this declaration; provided however, that the Declarant's right to enforce the provisions of this declaration shall terminate at such time as the Declarant ceases to be the owner of a lot or lots. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser or the Logyard Estates Home Owners Association to enforce any covenant or restriction shall not be a waiver of the right.

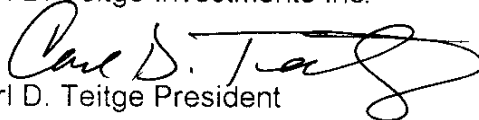


Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in not affect any other provision, which shall remains in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall be for to the benefit of and be enforceable by the owner of any lot subject to this declaration, including the Declarant, Logyard Estates Home Owner's Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty(30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating all covenants, which is signed by not less than the owners then owning ninety percent (90%) during the first thirty (30) years and seventy-five percent (75%) for any following period , of the property subject to this declaration. The covenants and restrictions of this declaration may be amended or by an instrument signed by not less than the owners of seventy-five percent (75%) of the lots. Amendments shall take effect when they have been recorded with the Auditor of Thurston County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of October, 2005.

Carl D. Teitge Investments Inc.


Carl D. Teitge President



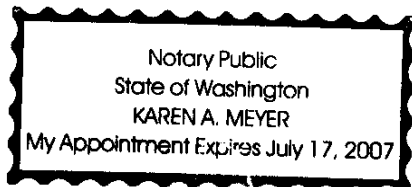
Madison and York Investments Inc.

Trevor Westlund President

STATE OF WASHINGTON

COUNTY OF THURSTON

On this 12TH day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl D. Teitge and Trevor Westlund to me known to be the President of Carl D. Teitge Investments Inc. and Madison and York Investments Inc., respectively, of the corporations that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year first above written.



Name: Karen A. Meyer

NOTARY PUBLIC in and for the State of Washington, residing at Olympia
7-17-07

My commission expires:

