

Return Address
Aldea Glen Homeowners Association
6452 5th Way SE
Lacey, WA 98503

Aldea Glen Homeowners Association

Covenants

Amended Annual Meeting, May 16, 2006

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COVENANTS OF THE ALDEA GLEN HOMEOWNERS' ASSOCIATION

Amended May 16, 2006 (changes to the existing Covenants are underlined.)

1. TERM:

These covenants shall run with the land and be binding upon all lot owners and all persons claiming under them for a period of 5 years. In the absence of a properly passed extension or termination of the validity of these covenants, the same shall be automatically extended for one year time periods in order to prevent termination of the covenants by inaction. The covenants may be changed by a majority vote of a quorum of homeowners at the annual meeting and/or unless an instrument, signed by the majority of the then owners of the lots in the Aldea Glen subdivision has been recorded, agreeing to change the covenants in whole or in part.

2. ENFORCEMENT:

Enforcement of these covenants, the bylaws or other rules and regulations of the Association or for a violation of the same shall be by a proceeding at law or in equity and may be for an injunction or monetary recovery. The Association shall have a right to a lien against an owners parcel(s) for unpaid or delinquent dues, assessments and penalties allowed by these covenants, the bylaws or by law. That lien may be foreclosed according to the laws of the State of Washington and, in addition to the face amount thereof, the Association shall be entitled to recover its reasonable attorney fees and costs incurred in the preparation, recording and litigation of the lien to include title search fees incurred in connection with the litigation. The Aldea Glen Control Committee, under authority and supervision of the Aldea Glen Homeowners Association Board of Directors, shall be responsible for the enforcement of these covenants through said means. In addition, twenty (20) days after written notification of a violation or violations of these covenants, said violator is liable to a penalty of \$25.00 per day, to be collected by the Aldea Glen Homeowners Association Treasurer, or the Association's legally designated agent/legal counsel and said funds to be used to defray the cost of enforcing these covenants and held in trust for such purposes. The Board of Directors will be responsible for the final determination and enforcement of these covenants and will be accountable to the Association membership for such enforcement. It is the sole responsibility of the property owner, considered to be in violation of Aldea Glen covenants, to contact the Control Committee and the Board of Directors will direct its legally designated agent or Association legal counsel to request a hearing, if he/she believes the citation for a particular covenant is in error. This hearing must take place before the twenty (20) day period has elapsed. If the property owner does not contact the Control Committee or the Board of Directors within twenty (20) days, it will be an admission that he/she is in violation of the Aldea Glen covenants, and the Board of Directors, or its legally designated agent, will instigate lien proceedings

against the property, to include a \$25.00 per day penalty, plus the Association shall be entitled to recover its reasonable attorney fees and costs incurred in the preparation, recording and litigation of the lien to include title search fees and court costs incurred in connection with the litigation.

3. SEVERABILITY

Invalidation of any one provision or section of these covenants by judgment of a court or by a court order shall in no wise affect any of the other provisions or sections that shall remain in full force and effect.

4. LAND USE AND BUILDING TYPE:

All lots shall be used for one residential manufactured home or one site-built home. Manufactured homes shall be by nationally known manufacturing firms or approved by the Department of Housing and Urban Development. Manufactured homes placed on a lot must be physically attached to the lot property. Site built homes shall be allowed, however they shall not be multi-level, nor shall any garage or attachment be multi-level. Site built homes shall be single-level (rambler-style) homes with no more than a double car garage and/or carport and the home shall not exceed the existing square footage of any manufactured home currently existing in the Aldea Glen subdivision. All site-built homes must meet all city, county, and state codes and must be constructed only by contractors who are licensed and bonded to operate and do business in the State of Washington. Any built-on additions, single-level, (bedrooms, bathrooms, sunrooms, etc.) to any home in the Aldea Glen subdivision must meet all city, county and state codes and must be constructed only by contractors who are licensed and bonded to operate and do business in the State of Washington. Constructed additions must also comply with all city, county and state building code requirements and appropriate building permits, where required, must be visibly posted. Additions may consist of materials that are currently available, or will be available at any future time on the market and used in the extension, enhancement, and/or improvement of residential homes in the State of Washington. As appurtenant and incidental to the residential use of any home, a patio, canopy, and one single or double attached garage or carport may be erected on said lot, subject to the limitations herein. No garage or outbuilding may be converted to, constructed or otherwise used as a permanent or temporary living structure. Once construction of an addition, a patio, canopy, garage, or carport is commenced, the owner shall within one hundred twenty (120) days have the exterior completely finished, all necessary painting or staining completed, these structures must also be in compliance with city, county and state building codes. When required permits must be visibly posted. All plans and specifications for the improvements mentioned herein shall, according to the Washington State law, be submitted to the Control Committee for approval, and Control Committee approval shall be rendered in accordance with this Section and Section 6. Failure to obtain prior approval could result in legal action brought by the Association against the homeowner (see Sections 1 and 2). After receiving Control Committee written approval, the homeowner must then secure

all required city, county and/or state permits prior to commencing construction and must notify the Control Committee in writing when those permits have been obtained. No more than one residential unit shall be permitted to exist on any lot.

5. SIZE AND SPECIFICATIONS OF HOMES, PORCHES, AND DECKS:

No singlewide manufactured home, physically secured to the lot, less than 14 feet in width and 52 feet in length shall be permitted on any lot. No double wide home less than 24 feet wide and 40 feet in length shall be permitted. All site built homes will conform to these standards. Homes will have siding composed of currently recognized professional siding materials, to include vinyl, and will have composition pitched shingled roofs or other professionally recognized and installed roofing materials. No liquid roof coatings shall be allowed. Further, each new or replacement home shall have, within one hundred (120) days, a porch and/or deck, built to city, county, and state codes standards and of a permanent nature. If the porch has a deck 30 inches or more, it must have handrails. No temporary removable steps will be permitted.

6. ARCHITECTURAL CONTROL:

No building or structure shall be erected, placed, or permitted or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure on the lot has been approved by the Control Committee and the Aldea Glen Board of Directors. All work, other than decks, patios and storage sheds are to be done by professionally licensed and bonded contractors. However, the deck, patios and storage sheds must be constructed using new, and not scrap materials. Should the homeowner choose to construct a deck, patio, or storage shed using his own skilled resources, he/she must ensure that quality of workmanship and harmonious exterior design (is not radically different from the house on the lot or from the adjacent homes) and such structures are to be maintained as per the home on the lot. The homeowner shall IN ADVANCE of any work, provide the Architectural Control Committee with all the pertinent permits required by Thurston County and City of Lacey and confirm when such permits where obtained. Additionally, no fence, hedge, or boundary wall abutting on a street shall exceed four feet in elevation above the finished grade surface of the ground upon which such fence, hedge (bushes/plants/small trees grown closely together so that they become impassable), or boundary wall is situated. Failure to comply with this section of the covenants will make the homeowner liable to covenant violation penalties, to include fines, a lien against his/her property, and will require modifications to the vegetation and/or removal of the non-complaint structure at the owner's expense.

7. CONTROL COMMITTEE:

In compliance with the law of the State of Washington, the Control Committee will be composed of unpaid volunteer homeowners who own and reside on properties in the Aldea Glen Development. The Control Committee will have at least two members, to include a chairperson, and will answer directly to, and coordinate all committee actions with, the Aldea Glen Homeowners Association

Board of Directors. The Control Committee may meet monthly or at any time the needs of the Association, the AGHA Board, or the Control Committee membership demonstrates a need for such meetings. In the absence of the Control Committee Chairperson, the Vice President or Member-at-Large or any other Board officer may act in his/her stead. Election to, and resignation from, or replacement on the Control Committee will take place in accordance with current Aldea Glen Bylaws.

8. ACTIONS OF THE CONTROL COMMITTEE

All applications which must come before the Control Committee shall be in writing. The Control Committee's approval or disapproval, as required in these covenants, shall also be in writing. The Control Committee shall acknowledge and provide an initial response to all applications, within thirty (30) days after the plans and specifications have been submitted to it. The homeowner will not commence construction of any structure in the Aldea Glen subdivision until he/she has the written approval of the Control Committee, approval that has first been coordinated with the AGHA Board.

9. NUISANCES AND RULES

No noxious or offensive activities shall be carried on upon any lot not shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, to include, but is not limited to the following: loud parties; working on exterior construction projects before 9:00 a.m. and after 9:00 p.m. (10:00 p.m. daylight savings time); and the igniting of fireworks legally sanctioned by the city, county, and state authorities before 9:00 a.m. after 9:00 p.m. (10:00 p.m. daylight savings time). Additionally, trash and residue that might result from the above mentioned activities, or any other possible nuisance activities, shall be cleaned from the streets and front of residences by the following day. No noxious or undesirable things or use of property, whatsoever, shall be permitted or maintained on lots in Aldea Glen, All occupants of residences in Aldea Glen will subscribe to a commercial garbage collection service in the respective area, and occupants shall at no time allow garbage to accumulate or collect in the area. Occupants of residences in Aldea Glen shall refrain from dumping any garbage, trash, or other forms of waste on or in any Aldea Glen common area. Additionally, occupants are responsible for the cleanliness (maintenance and control of trash, weeds, fallen leaves, etc.) of the portions of the sidewalks that run directly in front of their residences and of the space between those sidewalks and the adjacent public street. Garbage receptacles and recycle containers shall be retrieved from the street by the end of the garbage and/or recycle pickup day and must be stored out of public view.

10, HOME-BASED BUSINESS IN ALDEA GLEN

Aldea Glen is zoned as a residential community, and as such, it is not designed for commercial use. Therefore, home-based businesses that bring in a higher-than-residential amount of traffic to the development and as such, shall disturb the quiet, well-being, safety, and general peace of mind of Aldea Glen dwellers

shall not be allowed. A homeowner who has a home based business in Aldea Glen is obligated to ensure that his/her business does not become a noxious or undesirable nuisance. The Aldea Glen Board of Directors shall determine what trade, business, or commercial use is undesirable or noxious, and such determination shall be conclusive.

11. TEMPORARY STRUCTURES

All structures situated on Aldea Glen properties must be permanent in nature, with the exception that storage sheds are considered temporary or movable. A storage shed must be located on a rear area of a lot, be of sound construction, and maintained in a way similar to requirements of a homeowner's home. Also, professionally produced temporary car storage canopies (steel-tube framed, canvass, aluminum, or steel roofed) may be allowed, providing they are erected **only** in the **rear** of the homeowner's property, that the structure is maintained in attractive, serviceable condition, and that the placement of such a structure is first approved, in writing, by the Control Committee and the AGHA Board. No second hand tarp, tent, or scrap material will be allowed for the construction of any structure on any lot. Also, no such structures will be allowed in the front driveway or RV parking areas at any time. At no time temporary structure shall be used as a residence.

12. VEHICLES:

NO MAJOR REPAIR OR RECONDITIONING-that is, repairs requiring substantial mechanical equipment, such as hydraulic jacks or compressed air driven tools, as well as sophisticated electronic equipment and/or more than three consecutive days – of any vehicle or other equipment shall be permitted on any lot. However, one "hobby" vehicle kept for restoration, will be permitted provided that the vehicle **NOT** operational for everyday use and is kept in a garage and **out of public view at all times when not being worked on**. No more than four (4) motor vehicles, in operating condition will be kept on any property at any one time in Aldea Glen, to include a self propelled motor home. A (one) boat regardless of size, including trailer, will not be considered a vehicle and only (1) will be allowed. Any recreational vehicle shall at no time become a residence. All RV's should be clean, pleasant to the eye, respectful of the neighbors property, and should be moveable in case of any emergency. Also, all motor vehicles (plus one trailer **OR** one boat; must be parked on a designated paved or graveled parking area, such as a driveway, carport, or parking stall. No motor vehicles, campers, or boats, or any trailers shall be parked on the front, rear, or side lawn or on any landscaped areas, and they may not be parked upon the improved or unimproved portions of any street, highway, alley or public right-of-way for more than four (4) hours, with the following exceptions: (a) such vehicles may be parked temporarily for the purpose of loading or unloading of he vehicle, and (b) out-of-city visitors may park temporarily on the street during daylight hours, if parked so as not to obstruct traffic and in areas where parking is not otherwise restricted as indicated by posting thereon. **PARKED VEHICLES CANNOT BLOCK PUBLIC ACCESS SUCH AS SIDEWALKS AND DRIVEWAYS.**

13. ANIMALS:

No animals, livestock, or poultry of any kind other than house pets shall be kept or maintained on any part of said property. Dogs and cats, not to exceed a total of three (3), in combination, may be kept on each lot, PROVIDED that the animals are kept penned up on the owner’s lot or are on a leash in any area to which these covenants apply, FOR EXAMPLE, SIDEWALKS. Electronic perimeters shall be allowed PROVIDED that the homeowner installs signs visible from the sidewalk or street indicating that such an electronic “fence” exists. Further, said homeowner, upon request of the Control Committee or Board must demonstrate said fence is, in fact installed, and operational. In the event of a violation of this restriction, and/or receipt, by the Aldea Glen Board of Directors or city law enforcement officials, of a second complaint for animal noise in violation of Section 9 (Nuisances an Rules) and city noise ordinances, and a failure to comply after ten (10) days written notice, the offending animal shall be removed from the area. Failure to remove said animal will result in further legal action by the Aldea Glen Board, as outlined in Section 2, ENFORCMENT, including but not limited to a \$25.00 per day penalty.

14. SIGNS:

No more than one (1) political sign per candidate or initiative, etc. shall be posted in the Aldea Glen Development per lot. The Architectural Control Committee, in accord with the Association Board of Directors, will accept **TEMPORARY** yard sale, realtor and FOR SALE signs that do not exceed 18” by 24”. Signs must be removed within two (2) days after the particular event (election or otherwise) has taken place. More permanent signs, such as name and address, “no soliciting” or “beware of dog” shall be smaller, should not obscure individual house numbers and should be in harmony with the surrounding environment.

15. LANDSCAPING AND MAINTENANCE:

Aldea Glen homes shall be landscaped in a manner that is conducive to the harmony of the subdivision. Additionally, owners, or their tenants, shall properly maintain and care for the FRONT, REAR, and SIDE yards and control all weeds growing on the lot. Owners and/or renters shall also regularly cut and maintain the lawn (at least twice a month in high growth seasons). Trees along sidewalks that are adjacent to a homeowner’s lot will also be kept trimmed, and their fallen leaves raked up. So as to not hinder or endanger any passerby who are using the pubic sidewalk. All Aldea Glen homes shall be properly maintained, including all building or structures on individual lots, and homeowners shall paint and make repairs, as necessary. Outside storage of personal property visible from the street must be kept to a bare minimum or concealed behind a covenant compliant fence.

16. FENCES:

Fences shall be allowed around side, back and front yard areas, provided they are constructed of professional materials used in the current building market (wood, cyclone, vinyl, etc.). The fencing in the back and on the sides of Aldea

Glen properties shall not exceed six (6) feet in height, and fencing in front of the face of the home and across the front of the Aldea Glen properties shall not exceed four (4) feet in height. In the event that local or county codes are more restrictive than the above specifications on maximum fence heights, local or county codes shall apply.

17. FHA STANDARDS:

All homes manufactured or site built will be sited to FHA standards for manufactured or site built housing. All manufactured housing, attached to a permanent foundation shall be acceptable to the City of Lacey, and subject to taxation as defined and proscribed by the laws of the State of Washington as real estate. Site built homes will be taxed per city, county and state laws and shall conform to all such regulations and laws.

18. ABSENTEE LANDLORD/RENTAL PROPERTIES:

Absentee landlords, the actual owners of rental properties in Aldea Glen are responsible for ensuring that their properties – and their renters – comply at all times with Aldea Glen covenants, regardless of where the landlord resides. Therefore, landlords and their renters must possess copies of current Aldea Glen covenants and bylaws, and landlords must also provide their current mailing address and phone number to their renters and the Aldea Glen Board of Directors, to facilitate timely communications between all parties. Also, renters shall forward to their landlords all Aldea Glen communications (newsletters, dues, notices, etc.) when they receive them.

19. REPLACEMENT HOMES:

When manufactured or site built homes are replaced on Aldea Glen lots, owners must be sure that the cleanup and landscaping are completed in a timely manner (no more than 120 days). After that initial “placement period” the property must comply and be maintained in accordance with Section 15 (Landscaping and Maintenance) and Section 16 (Fences). Failure to meet these requirements will subject violators to the provisions of Section 2 (Enforcement) of these covenants.

20. COMMON AREAS:

Each Aldea Glen homeowner, assumes responsibility and liability for 1/128th share of all Aldea Glen common areas (greenbelt, Tot Lot, right of ways, etc.). In accordance with this fact, homeowners shall be aware of these common areas and shall not dump waste of any kind, or in any other way cause damage to such designated areas. Aldea Glen property owners who violate this section will be subject to the penalty provisions of Section 2 (Enforcement) of these covenants.

21. GOVERNANCE:

In addition to the above listed section of these covenants, all owners of property situated within this plat and Aldea Glen subdivision shall conform to such REASONABLE rules and regulations as the Control Committee and the duly elected Board of Directors may from time to time adopt for the protection, comfort, and convenience of all Aldea Glen residents.

ALDEA GLEN HOMEOWNERS ASSOCIATION

(Do not publish below this line). Approved May 16, 2006

IN WITNESS WHEREOF, the undersigned have set their signatures on this ____ day
of _____, 2006.

Aldea Glen Homeowners Association

Aldea Glen Homeowners Association

STATE OF WASHINGTON)
County of Thurston) ss.

On this ____ day of _____, 2006 before me personally appeared _____
_____ and _____ of the Aldea
Glen Homeowners Association executed the within and foregoing instrument and
acknowledge said instrument to be the free and voluntary act and deed of said Aldea
Glen Homeowners Association for the purposes and uses therein mentioned and each
officer states on oath that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first written above.

Notary Public in and for the State of Washington,
residing at _____.