

PLAT OF SPRINGFIELD PARK

SURVEYOR'S CERTIFICATE

I, CRAIG S. HANSEN, HEREBY CERTIFY THAT THIS PLAT OF SPRINGFIELD PARK, IS BASED UPON AN ACTUAL SURVEY IN SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT, THAT THE MONUMENTS HAVE BEEN SET, THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND WITH CAPPED IRON BARS, AND THE SURVEY MEETS OR EXCEEDS REQUIREMENTS SET FORTH IN CITY OF SHELTON PLAT AND SUBDIVISIONS ORDINANCE NO. 1041 CHAPTER 19.20.030.

Craig S. Hansen DATE: 10-11-94
CRAIG S. HANSEN
REGISTERED LAND SURVEYOR,
CERTIFICATE NO. 27134



DESCRIPTION

PARCEL 1:
THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND ALL THAT PORTION OF THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) LYING EASTERLY OF THE CENTERLINE OF BROOKDALE COUNTY ROAD NO. 50080, ALL IN SECTION SEVEN (7), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M., EXCEPTING THEREFROM RIGHT-OF-WAY FOR BROOKDALE COUNTY ROAD NO. 50080, AND EXCEPTING ROAD RIGHTS-OF-WAY.
PARCEL NO. 32007 13 00020.

PARCEL 2:
THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) AND ALL THAT PORTION OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) LYING EASTERLY OF THE CENTERLINE OF BROOKDALE COUNTY ROAD NO. 50080, ALL IN SECTION SEVEN (7), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M., EXCEPTING THEREFROM RIGHT-OF-WAY FOR JOHN'S PRAIRIE COUNTY ROAD NO. 51720 AND EXCEPTING RIGHT-OF-WAY FOR BROOKDALE ROAD, ALSO EXCEPTING ROAD RIGHTS-OF-WAY.
PARCEL NO. 32007 13 00030.

DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS THAT LEO J. DEATHERAGE, JR., PRESIDENT OF SPRINGFIELD DEVELOPMENT CO., THE UNDERSIGNED, AND OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES, AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

IN WITNESS WHEREOF I SET MY HAND AND SEAL THIS 10th DAY OF October, A.D., 1994

Leo J. Deatherage, Jr.
LEO J. DEATHERAGE, JR.
PRESIDENT AND OWNER,
SPRINGFIELD DEVELOPMENT CO.

WE, THE UNDERSIGNED, BEING PRESENT HOLDERS OF DEEDS OF TRUST ENCUMBERING THE REAL PROPERTY TO BE DEDICATED HEREIN ABOVE, HEREBY CONSENT TO SUCH DEDICATION AND EACH DEED OF TRUST SHALL BE SUBJECT TO THE RIGHTS OF THE CITY OF SHELTON UNDER SUCH DEDICATION.

William H. Childress, Jr.
BY: William H. Childress, Jr.
CORPORATE OFFICER, CENTENNIAL BANK

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF THURSTON) s.s.

THIS IS TO CERTIFY THAT ON THIS 10th DAY OF October, 1994, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, PERSONALLY APPEARED LEO J. DEATHERAGE, JR., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Laurel M. Stillings
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT Allyn, WA

STATE OF WASHINGTON)
COUNTY OF THURSTON) s.s.

THIS IS TO CERTIFY THAT ON THIS 10th DAY OF October, 1994, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM H. CHILDRESS, JR., KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Laurel M. Stillings
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT Allyn, WA

STATE OF WASHINGTON)
COUNTY OF THURSTON) s.s.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Tecnel Smith IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT, AS A CORPORATE OFFICER OF CENTENNIAL BANK, TO BE THE FREE AND VOLUNTARY ACT OF SUCH A PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.
Karen M. Jordan *Karen M. Jordan*
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT Calgary, WA comm. 878 1-1-98

EASEMENT RESERVATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SHELTON, A MUNICIPAL CORPORATION, MASON COUNTY PUBLIC UTILITIES DISTRICT NO. 3, U.S. WEST DIRECT TELEPHONE COMPANY, CASCADE NATURAL GAS COMPANY, AND ANY CABLE TELEVISION COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE FRONT TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

COVENANTS

THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19.20 SHELTON MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 19.20 OR 19.28 SHELTON MUNICIPAL CODE. DRAINAGE SWALES AND COMMON AREAS BETWEEN LOTS SHALL BE PRESERVED. NO FENCES OR STRUCTURES OR OTHER SUCH OBSTRUCTIONS SHALL BE PERMITTED TO BE BUILT ON OR OVER THE COMMON AREAS OR THE EASEMENTS.

APPROVALS

EXAMINED AND APPROVED THIS 24th DAY OF Oct., A.D. 1994.

James E. Jaros
MAYOR CITY OF SHELTON

EXAMINED AND APPROVED THIS 20 DAY OF Oct., A.D. 1994.

Richard B. Bussell
MASON COUNTY ASSESSOR

EXAMINED AND APPROVED THIS 20 DAY OF Oct., A.D. 1994.

Paul D. Dutton, Jr.
MASON COUNTY HEALTH OFFICER BY ENVIRONMENTAL HEALTH SPECIALIST

EXAMINED AND APPROVED THIS 24th DAY OF October, A.D. 1994.

Paul Rayner
CITY PLANNING DIRECTOR

EXAMINED AND APPROVED THIS 24th DAY OF Oct., A.D. 1994.

Steven L. Parsons
CITY ENGINEER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULL PAID AND DISCHARGED INCLUDING 1995 TAXES.

Donna Lee DATE: 10-20-94
MASON COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF SPRINGFIELD DEVELOPMENT CO., THIS 25th DAY OF

October, 1994, AT 21 MINUTES PAST 10:00 O'CLOCK A.M., AND RECORDED IN

VOLUME 10 OF PLATS AT PAGES 134 AND 135, RECORDS OF MASON

COUNTY, WASHINGTON.

William H. Childress, Jr.
MASON COUNTY AUDITOR

BY _____ DEPUTY

SHEET INDEX:

SHEET 1: CERTIFICATES; DEDICATION;
COVENANTS; EASEMENT RESERVATION;
APPROVALS

SHEET 2: MAP; CURVE TABLE; SECTION
SUBDIVISION; ADDRESS TABLE

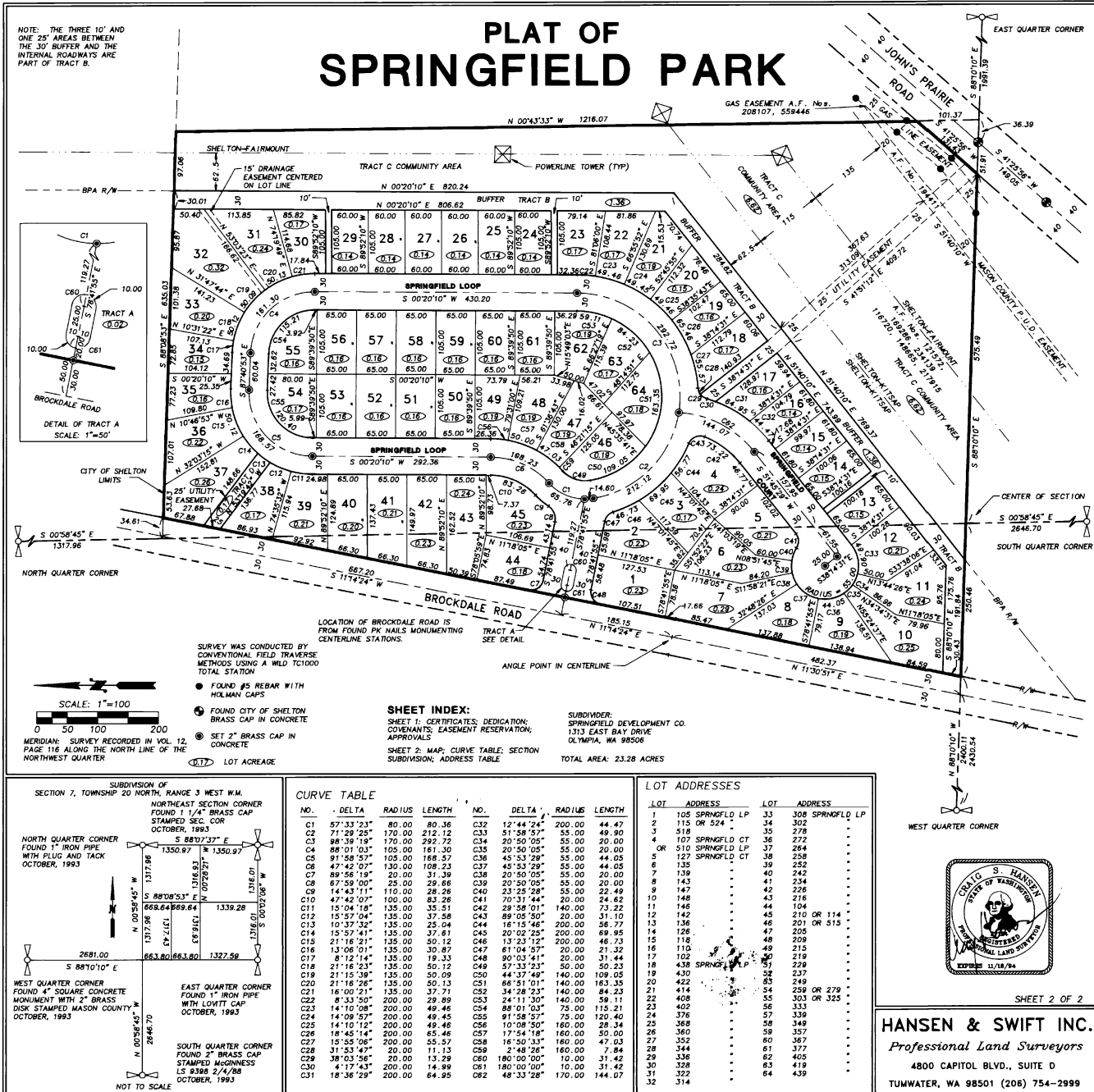
SUBDIVIDER:
SPRINGFIELD DEVELOPMENT CO.
1313 EAST BAY DRIVE
OLYMPIA, WA 98508

SHEET 1 OF 2

HANSEN & SWIFT INC.
Professional Land Surveyors

4800 CAPITOL BLVD., SUITE D TUMWATER, WA 98501 (206) 754-2999

PLAT OF SPRINGFIELD PARK



597497

397497 Craig Hanson

RECORDED 58/80

REF. 10 - FRAME 134-135
AUDITOR JASON GORRITY
ALLAN, I. BROTCHE

94 OCT 25 AM 10:22

REQUEST OF:

Plat 9:

Springfield Park



10/25/94

RECEIVED

597498

SEP 19 1994

PROTECTIVE COVENANTS
APPLICABLE TO AND FOR RECORDING AGAINST

CITY OF SHELTON
PLANNING

SPRINGFIELD PARK

Springfield Park, located in Shelton, Washington, according to the plat recorded in the office of the Mason County Auditor in Volume 10 of Plats, pages 134 & 135.

The undersigned, SPRINGFIELD DEVELOPMENT CO., INC., a Washington corporation (occasionally referred to herein as "the developer"), being the owner of all the aforesaid lots in the Plat of Springfield Park, in order to provide for the aesthetic, healthful and uniform development of all the aforesaid real property and so as to further provide for control of structures to be erected, improvements to be made and operations to be conducted upon said real property, on this 24th day of October, 1994,

DOES HEREBY COVENANT AND AGREE, and for its successors and assigns to keep all of the covenants hereinafter set forth and which are hereby made applicable to the above described real property and binding upon the owners thereof to the extent provided in such covenants, and subject to which covenants all such property shall be owned, held, used, occupied and developed.

The developer has deemed it desirable, for the efficient preservation of the values of the improvements in and upon the property and for the maintenance and preservation of the common areas to create a not for profit corporation under RCW 24.03 (herein called the "Association") to which shall be assigned the powers, responsibilities and duties of maintaining and administering the common areas and enforcing the covenants, conditions and restrictions herein contained, and collecting and disbursing the assessments and charges hereinafter created.

In the event of conflicts or inconsistencies between these Covenants and either the Articles or the Bylaws of the Association, the terms and provisions of these Covenants shall prevail.

ARTICLE I.

COVENANTS RESPECTING USE

A. Land use and building type. Springfield Park shall be used for residential purposes only. No more than one detached single family dwelling shall be constructed on each lot. All structures, including fences, are subject to the requirements of the City of Shelton, Department of Community Development, as well as the protective covenants contained herein.

B. Architectural Control. No building or other permanent structures shall be erected or altered on any lot until the construction plans, specifications and a plan showing the location of the building or structure has been approved by the Architectural Control Committee. The quality of materials, harmony of external design with existing structures, and as to the building with respect to landscaping and grade elevation. As a guideline, all plans will be generally reviewed as to, but not necessarily limited to, the following:

1. The minimum square footage of living area for single family homes will be 1,100 square feet and the first floor area of a two-story home must contain a minimum of 550 square feet, excluding garages or open porches.

2. Homes shall have at least a two-car garage.

3. Homes may have fencing installed on the back lot line and on the side yard lot lines to the back line of the home (minimum) or the front line of the home (maximum). Fences shall be 6 feet high maximum. No fences shall be permitted between the front line of the home and the front lot line. All fences shall be of a uniform design and be approved by the Architectural Control Committee. If the City of Shelton also has building codes concerning fences, all fences shall meet these requirements also. No fence may be erected in such areas as shown on the plat as vehicle sight obscuring areas.

4. The color of exterior paint or stain on a home must be approved by the Architectural Control Committee.

5. No exterior antennae except normal TV antennae will be allowed. Particularly excluded are ham radio and CB antennae.

6. All miscellaneous outbuildings, including wood storage and other storage buildings must be harmonious with the dwelling on said lot and must be approved by the Architectural Control Committee.

7. Front yard landscaping must be completed within nine months from occupancy.

8. All driveways are to be paved with concrete or asphalt unless otherwise approved by the Architectural Control Committee.

9. All homes in Springfield Park shall have composition roofing as a minimum roofing material.

Where the restrictions and covenants herein set forth cannot be complied with because of land limitations, weather conditions, or topographical restrictions, the proper and orderly development of such lots shall be with the purview of the covenants as far as possible and the Architectural Control Committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plan of development.

C. Building Location. Set-back requirements for construction shall comply with City of Shelton regulations.

D. Easements. An easement is hereby reserved for and granted to Mason County FUD#3, the City of Shelton Utility Department, U.S. West Communications, FCI Cablevision, and Cascade Natural Gas Company and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and other areas around the power vaults as shown on the recorded plat in which to install, lay, construct, operate and maintain pipes, conduits, cables and wires with the necessary facilities and other equipment for the purpose of serving the subdivision and other

property adjacent thereto with electric, water, sewer, telephone, television and gas service, together with the right to enter upon the lot at all times for the purposes above stated.

Easements for common areas and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may change the direction or flow of drainage channels in the drain easements. The easement area of any lot and all improvements in it shall be maintained continuously by the owner of the lot.

In addition to the foregoing, there shall be, and the developer hereby reserves and covenants for itself and all future owners within the property, easements for public services and utilities, including without limitation, the right of the City of Shelton, Mason County, or other recognized governmental entity to install, maintain and repair public streets, street lights, curbs, gutters and sidewalks, sanitary sewer, stormwater facilities and water systems, and the right of the police and other emergency and public safety personnel to enter upon any part of the common areas for the purpose of enforcing the law.

E. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground services exclusively.

F. Noxious and Offensive Activity. No noxious or undesirable thing or undesirable use of the property in said subdivision whatsoever shall be permitted or maintained upon said building sites in Springfield Park. The Architectural Control Committee shall determine what trade, business or use is undesirable or noxious, and such determination shall be conclusive. Any such activity, whether or not approved by the Architectural Control Committee shall also be consistent with the City of Shelton requirements. The more restrictive of the two determinations shall be applied.

G. Lawns and Landscaping. Yard areas are to be properly maintained at all times. In the event the owner is unwilling or unable to keep the site mowed and in an orderly manner, the Architectural Control Committee shall have the right, but not the obligation, to maintain the premises and to lien the property for costs incurred.

H. Temporary Structure. No structure of a temporary character, basement, shack, garage, barn or other outbuildings including travel trailers and mobiles shall be used on any lot at any time as a residence either temporarily or permanently.

I. Completion of Structures. All buildings commenced on any lot shall be completed as to exterior appearance, including painting and landscaping, not later than nine months after construction is commenced.

J. Boats, Campers, and Travel Trailers. Boats, campers and travel trailers may be stored on the lot in conjunction with a permanent residence, but must have approval from the Architectural Control Committee. They shall not be lived in as a second residence nor shall any of them be parked on the street within the subdivision for a period longer than 24 hours.

K. Other Vehicles. Any automobiles, motorcycles, etc., not in running condition are to be kept out of view and off the streets. No vehicle maintenance, except emergency service, shall be conducted within public view.

L. Garbage and Refuse Disposal. No garbage, rubbish, refuse, or cuttings shall be deposited on, or left on the lot premises unless placed in an attractive container suitably located and screened from public view. All garbage cans, refuse containers and trash cans or receptacles shall be kept out of sight except on the days prescribed for pickup.

No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction and then such materials shall be placed within property lines of the building site upon which structures are to be erected, and shall not be placed in the street.

During the course of construction, it shall be the responsibility of the contractor and owner to keep the public streets clear and clean of all debris, concrete washings, etc.

The Architectural Control Committee shall have the right, but not the obligation, after notification to the offender of the violation of this section, to take action to correct any of the above violations and to assess and collect from the owner and/or the contractor for all costs incurred to complete the necessary cleanup.

M. Livestock. No animals, livestock, or poultry shall be raised, bred, or kept on any lot. Dogs and cats may be kept thereon, if they are not kept, bred, or maintained for any commercial purpose.

N. Firearms Use. The discharge of firearms for hunting or for target practice within the area of the plat of Springfield Park shall be prohibited. The term "firearms" includes, but is not limited to: air rifles, pellet guns, bows and arrows, crossbows, and BB guns.

O. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot in Springfield Park unless approved by the Mason County Health Department and the City of Shelton.

P. Common Areas.

1. Ownership. Each lot owner shall have a 1/64th undivided ownership interest in the common areas as designated on the plat.

2. Responsibilities. Subject to any dedications or other provisions of these covenants, the Association shall have the authority and obligation to establish, manage, repair and administer the common areas. Maintenance of the storm drainage facilities currently situated in the common areas shall be the responsibility of the Springfield Park Homeowners Association. The developer plans to provide no recreational facilities for any of the common areas.

3. Governmental Substitution. If a governmental entity accepts or assumes responsibility for any portion of the common areas, and assesses the Association for operational and maintenance charges associated

with such common areas, then the Association shall have the right to include such charges as part of the common expenses.

4. Association Control. The Association shall have fee title to the common areas, in order to perform its duties hereunder, which title shall include, without limitation, the following appurtenant rights and duties:

a. The right of the Association to reasonably limit the number of guests, patrons and invitees of owners using the common areas.

b. The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas.

c. The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the common areas, in accordance with the original design, finish or standard construction of such improvement, or of the general improvements within the property, as the case may be; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of the owners holding a majority of the voting power of the members of the Association.

d. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover, upon any portion of the common areas.

Q. Signs. No signs of any kind shall be displayed to the public view except: 1) signs used by a builder to advertise the property during the construction and sales period, but such signs must be used only on the property which is under construction and for sale; 2) signs used by the developer or his agent; and 3) one sign of not more than 24" x 24" advertising the property for sale or rent by the owner or his agent.

R. Springfield Park Homeowners Association.

1. Members. All owners of lots in Springfield Park are, and will be, automatically members of the Springfield Park Homeowners Association. Each lot owner shall own a 1/64th undivided interest of the common areas of Springfield Park.

2. Dues and Assessments. All owners of lots in Springfield Park, except vacant unsold lots belonging to the developer, shall be subject to the charges and assessments provided for in and for the purposes set forth in the Bylaws of Springfield Park Homeowners Association. There shall be no annual dues assessment on lots belonging to a duly licensed contractor for a period of three years from the date of the recording of the final plat of Springfield Park unless such lot becomes occupied. By acceptance of a deed to a lot, whether or not it shall be so expressed in any such deed, the owner is deemed to covenant and agree to pay to the Association all common assessments and all applicable special assessments. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien against the lot against which each such assessment is made and shall also be a separate, distinct and personal obligation of the owner at the time the assessments fall due, and shall bind his heirs, successors in interest, devisees, personal representatives and

assigns. This personal obligation cannot be avoided by abandonment of the lot or improvements thereon or by an offer to waive use of the common areas.

3. Supplemental Assessments. If the estimate of total charges for the current year is or becomes insufficient to meet all common expenses for any reason, the Board of Directors of the Association shall immediately determine the approximate amount of such insufficiency. The Board shall have the authority to levy at any time a supplemental common assessment reflecting a revision of the total charges to be assessed against each member and the interest of such member in a lot.

4. Remedies. Said Association shall have a right to file a lien against all lots in said subdivision, except unsold lots belonging to the developer, for said charges and assessments, including interest at the rate of twelve percent (12%) per annum on all charges and assessments that are not paid when due. If such charges and assessments levied by the Association shall not be paid within three (3) months after they become due and payable, then the Association may proceed by appropriate action to foreclose said lien. In such foreclosure action, the Association shall be entitled to recover the cost of title search and court costs, together with attorney's fees in such an amount as the court may adjudge reasonable in such action. Any first mortgage liens placed upon any of said lots, which are recorded in accordance with the laws of the state of Washington, shall be, from the date of the recording of such mortgage, superior to such assessments and the liens provided for herein that are levied by the Association subsequent to the date that said first mortgage is recorded.

ARTICLE II.

ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The Architectural Control Committee shall be composed originally of Leo Deatherage. In the event of the resignation or death of any member of the committee, the remaining members shall have full authority to designate a successor. Any of the members may designate a representative to act for them. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the sale of eighty percent (80%) of the lots in Springfield Park, the then record owners of eighty percent (80%) of the lots shall have the power, through a duly recorded instrument, to change the membership of the committee, or to take away from the committee or restore to it any of its powers and duties as herein defined.

B. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its power in a reasonable manner and said committee is hereby empowered to adopt reasonable regulations as are necessary with respect to the enforcement of these covenants. In the event the committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within thirty (30) days after submission thereof, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and compliance with the related covenants shall be deemed to exist.

ARTICLE III.

MODIFICATION OF COVENANTS

These covenants may be modified by an instrument in writing signed by the owners of eighty percent (80%) of the lots in Springfield Park.

ARTICLE IV.

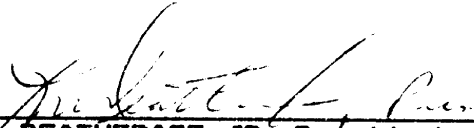
TERM, ENFORCEMENT AND SEVERABILITY

A. Term. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and after said time, said covenants shall be automatically extended in perpetuity, unless an instrument signed by eighty percent (80%) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate these Covenants, either to restrain violation or to recover damages for such violation.

C. Severability. Invalidation of any provision or provisions of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO AFFIX THEIR HANDS THIS 24th day of October, 1994.


LEO J. DEATHERAGE, JR., President
Springfield Development Co., Inc.

RECORDED 1300
INDEXED 644 FILED 624-630
AUGUST 25, 1994
ALBANY, N.Y.

94 OCT 25 AM 10:24

REQUEST OF:

Leo Deatherage Jr
PO Box 5809
Lacey, 98503-9998

RECEIVED

527499

RECORDED 1200 FILED
 REEL 644 FRAME 631-636
 ALMA T. BROTHUR

SEP 19 1994

PLANNING

94 OCT 25 AM 10:26

REQUEST OF: Leo Deatherage Jr.
 ARTICLES OF INCORPORATION
 OF

SPRINGFIELD PARK HOMEOWNERS ASSOCIATION

The undersigned, for the purpose of forming a corporation under the nonprofit laws of the State of Washington, RCW 24.03, hereby adopts the following Articles of Incorporation.

I. NAME

The name of this corporation is Springfield Park Homeowners Association.

II. PURPOSES

This corporation is organized for the following purposes:

- A. To manage the designated community area of the development known as Springfield Park.
- B. To enforce the Protective Covenants of Springfield Park Homeowners Association.
- C. To engage in any business, trade or activity which may be conducted lawfully by a corporation organized under the nonprofit laws of the State of Washington, RCW 24.03.

III. DURATION

The term of existence shall be perpetual.

IV. BYLAWS

The board of directors shall have the power to adopt, amend or repeal the bylaws or adopt new bylaws. Nothing herein shall deny the concurrent power of the member to adopt, alter, amend or repeal the bylaws.

V. REGISTERED OFFICE AND AGENT

The name of the initial registered agent of this corporation and the address of its initial registered office are as follows:

Leo J. Deatherage, Jr.
 Mailed: 1313 East Bay Drive PO Box 5809
 Olympia, WA 98506 98503
 Lacer.

VI. DIRECTORS

A. The number of directors of this corporation shall be determined in the manner specified by the Bylaws and may be increased or decreased from time to time in the manner provided therein. The initial board of directors shall consist of one director whose name and address is as follows:

<u>Name</u>	<u>Address</u>
Leo J. Deatherage, Jr.	1313 East Bay Drive Olympia, WA 98506

VII. INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Leo J. Deatherage, Jr.	1313 East Bay Drive Olympia, WA 98506

VIII. DISTRIBUTION OF ASSETS

In the event of dissolution of the corporation, the net assets are to be distributed as follows: the owner of each lot will receive one pro-rata share of any assets of the corporation upon dissolution.

IX. LIMITATION OF DIRECTORS' LIABILITY

A director shall have no liability to the corporation or its members for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If RCW 24.03 is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by RCW 24.03 as so amended. Any repeal or modification of this article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

X. INDEMNIFICATION OF DIRECTORS AND OFFICERS

A. Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the corporation or, while a director or officer, he or she is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the corporation, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in section B of this article with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) as authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise.

B. Right of Claimant to Bring Suit. If a claim under section A of this article is not paid in full by the corporation within sixty (60) days after a written

claim has been received by the corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the corporation (including its board of directors, independent legal counsel or its members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement of advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the corporation (including its board of directors, independent legal counsel or its members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

C. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the articles of incorporation, bylaws, agreement, vote of members or disinterested directors or otherwise.

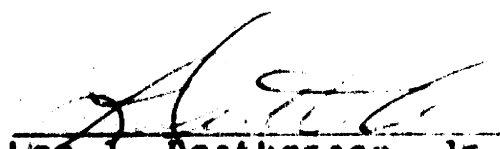
D. Insurance, Contracts and Funding. The corporation may maintain insurance, at its expense, to protect itself and any director, trustee, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under RCW 24.03. The corporation may, without further member action, enter into contracts with any director or officer of the corporation in furtherance of the provisions of this article and may create a

trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

E. Indemnification of Employees and Agents of the Corporation. The corporation may, by action of its board of directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the corporation with the same scope and effect as the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, RCW 24.03 or otherwise.

The undersigned person, as incorporator of this corporation under the nonprofit laws of the State of Washington, RCW 24.03, adopts these Articles of Incorporation.

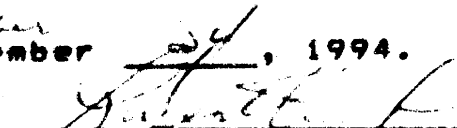
DATED: *C. Deatherage* 24, 1994.


Leo J. Deatherage, Jr.
Incorporator

CONSENT OF REGISTERED AGENT

I, Leo J. Deatherage, Jr., hereby consent to serve as registered agent, in the state of Washington, for Springfield Park Homeowners Association. I understand that as agent for the corporation, it will be my responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am agent. I understand that I must keep both my street address and post office address current in the files of the Secretary of State and that change of either must be communicated to the Secretary of State, not just the post office. I further understand that I have the obligation to see that the annual report and annual license renewal form is submitted in a timely manner to the Secretary of State and that if I fail to submit those forms, an administrative dissolution of the corporation may result without further notice to me or the corporation. I understand that notices for filing the annual report are normally sent from the Secretary of State's office, but that I remain responsible for filing said reports even if the notices are not sent from the Secretary of State's office.

DATED: ^{October} September 24, 1994.



LEO J. DEATHERAGE, JR.
Registered Agent
1313 East Ray Drive
Olympia, WA 98506
Registered Office Address

613693

AFTER RECORDING RETURN TO:
BRUCE RHODE, ATTORNEY AT LAW
21925 ORCA DR NE
FOULSBY, WA 98370

REEL 683 FR 557

REEL 683 FRAME 537-558
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

95 SEP 11 PM 3:51

AMENDMENT TO
PROTECTIVE COVENANTS
APPLICABLE TO AND FOR RECORDING AGAINST
SPRINGFIELD PARK

REQUEST OF:

M. C. T. I

Leo J. Deatherage, Jr., President of Springfield Development Co., Inc., and Brian Cole, President of Ferguson & Cole, Inc., together owning at least eighty percent (80%) of the lots in Springfield Park according to the plat recorded on October 25, 1994 under Mason County Auditor's File No. 597497 in Volume 10 of Plats, pages 134 and 135, hereby amend the Protective Covenants Applicable to and for Recording Against Springfield Park as follows:


1. Article I. Covenants Respecting Use. Section B, Architectural Control (1) (page 2) shall be amended to require a minimum of 1,000 square feet, and the first floor area of a two-story home must contain a minimum of 500 square feet, excluding garages or open porches.

2. Common Areas Defined. In all references made to the common areas to Springfield Park, and specifically Article I, Section D - Easements, Article I, Section P - Common Areas, and Article I, Section R - Springfield Park Homeowners Association, and in any other instances of reference to common areas, the term "common areas" shall mean Tract A (entrance landscaped island), Tract B (buffer) Tract C (community area) and Tract D (easement for City sewer and water) in the Plat of Springfield Park.

DATED this 13th day of July, 1995.

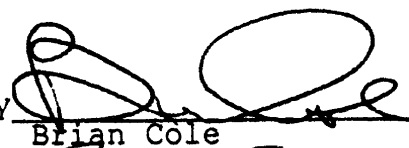
SPRINGFIELD DEVELOPMENT
CO., INC.

By


Leo J. Deatherage, Jr.
President

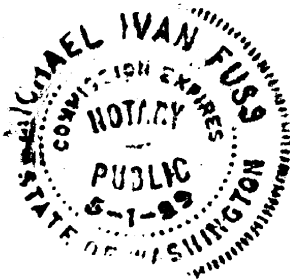
FERGUSON & COLE, INC.

By


Brian Cole
PRESIDENT

STATE OF WASHINGTON)
COUNTY OF THURSTON) ss

I certify that I know or have satisfactory evidence that Leo J. Deatherage, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Springfield Development Co., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

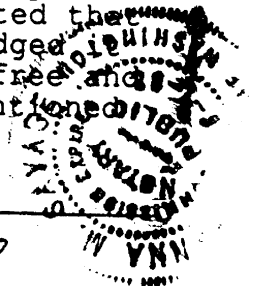


7-13-95
(date)
Michael Ivan Fuss
(signature)

NOTARY PUBLIC
5-1-99
My appointment expires

STATE OF WASHINGTON)
COUNTY OF King) ss

I certify that I know or have satisfactory evidence that Brian Cole is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the President of Ferguson & Cole, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



7-17-95
(date)
Shanna Wofford
(signature)

NOTARY PUBLIC
6-1-98
My appointment expires

Mason Co. Title has recorded
this document as a customer
courtesy only and accepts no
responsibility for the accuracy/
validity of this document.

620600

REEL 701 FR 135

AMENDMENT TO THE PROTECTIVE COVENANTS OF SPRINGFIELD PARK

The undersigned, together owning at least eighty percent (80%) of the lots in Springfield Park, according to the plat thereof recorded on October 25, 1994 under Mason County Auditor's file 597497 in Volume 10 of Plats, pages 134 and 135, hereby make the amendment set forth below to the Protective Covenants applicable to Springfield Park. Except as amended herein, all remaining provisions of the Protective Covenants shall remain in full force and effect.

ARTICLE I.

COVENANTS RESPECTING USE

B. Architectural Control.


3 Lot owners may install fencing along back and side yard lot lines but not beyond the front line of their homes. Provided, Lots 54, 55, 46, and 64 as corner lots and due to the location of each home, may extend back and side yard fencing to the front lot line. However, the height of fencing on these corner lots shall not exceed four feet once beyond the front line of the home on the lot immediately adjacent to the fence. All other fencing must not exceed six feet in height. All fences must be of a uniform design and must be approved by the Architectural Control Committee. All fences must comply with local building codes. No fence may be erected in such areas as shown on the plat as obstructing vehicle sight.

Springfield Development Co., Inc.

By: 
Leo J. Deatherage, Jr., President

Ferguson & Cole, Inc.

By: 
Brian Cole, President


Brian Cole

8-
REEL 701 FR 135-136
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

96 JAN 16 PM 3:20

REQUEST OF:

M. C. T. I

WHEN RECORDED RETURN TO:
BRUCE ROHDE, ATTORNEY AT LAW
21925 ORCA DR NE
POULSBORO, WA 98370

