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Dec. of Covenants

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Bellavita at Indian Summer

Townhomes

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BELLAVITA AT INDIAN SUMMER TOWNHOMES

DECLARATION OF COVENANTS

HAMILTON PROPERTIES, LLC, a Washington limited liability corporation, and DAPPAUL, INC., a Washington corporation, as owners of Parcel F of Indian Summer Plat, records of Thurston County, Washington, desires to maintain fair and adequate property values of the townhouses and lots within Parcel F of Indian Summer Plat. Therefore, to benefit its successors and assigns, HAMILTON PROPERTIES, LLC AND DAPPAUL, INC. hereby makes the following Declaration of Covenants which shall run with the land, be binding on all parties and persons claiming under them, and shall be for the benefit and limitation of all future owners of property of Parcel F of Indian Summer Plat in order to keep the property desirable, uniform, and suitable in architectural design as set forth below.

1. **Name.** The name of the project shall be Bellavita at Indian Summer.
2. **Description.** Each lot will consist of a residential townhouse and the land.
3. **Indian Summer Covenants; Bellavita at Indian Summer Covenants.**

All lots and homes at Indian Summer Golf and Country Club are subject to recorded declarations and covenants. In addition to the covenants of Indian Summer Golf and Country Club, Parcel F is subject to the Declaration of Covenants herein. **All present and future owners of lots of said Parcel F shall be subject to and shall comply with the provisions of both this Declaration, as it may be amended from time to time, as well as that of Indian Summer Golf and Country Club which if it is more restrictive than Bellavita's covenants, shall supersede and override these covenants and will take precedence over these covenants.** The acceptance of a deed or conveyance, whether entering into occupancy of any lot, shall constitute an agreement that this Declaration, together with any amendments, are accepted and ratified by such owner or occupant accordingly as though such covenants were recited and stipulated at length in deeds of conveyance or leases.

4. **Compliance; Penalties.** Failure to comply with this Declaration shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by any aggrieved lot owner with Parcel F or the Owner's Association.,

5. **Common walls.** To the extent that there may be a common wall between adjoining townhouses as constructed, the owners of those lots shall each have the benefit of, and each lot shall be subject to, an easement to provide for support of the common wall and an easement for repair and maintenance of the walls between the lots. The maintenance of the common wall between adjacent units sharing a common wall shall be shared equally by the units so sharing. If the negligence of the owner of one unit causes



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damage to the common wall, that unit owner shall be responsible and will indemnify and hold harmless the adjacent non-negligent unit owner.

6. Use of lot. Each lot shall have on it one (1) single family residential unit for use by the owner thereof, their leasees, immediate families, guests and invitees. Terms and form of a lease must conform to the conditions set forth by the Indian Summer Owner's Association Declaration of Covenants, as outlined in section 4.11 Residential Use.

7. Owner's Association; Architectural Control Committee. Each owner of a lot with Parcel F is automatically a member of the Bellavita at Indian Summer Owner's Association. * Membership shall be appurtenant to and may not be separated from ownership of the lot. Ownership of a lot shall be the sole qualification for membership and every member of the Association shall be entitled to one (1) vote for each lot owned. The Association, pursuant to its Bylaws, will have an Architectural Control Committee whose powers and duties are limited to approving exterior modifications to homes and landscaping for homes within Parcel F. The Bylaws of the Owner's Association may provide for assessment, liens, and penalties for not paying dues or assessments to the Owner's Association.

8. Maintenance of Structures, Lot, and Storm Drainage Systems. Maintenance of lawns, landscaping, and storm drainage systems will be done by the Association to assure uniform high quality lawns and landscaping. No lot owner can change the exterior color of the home, material for the home, landscaping, etc., without the prior written approval of the Architectural Control Committee.

9. Prohibited Structures and Uses. In addition to the restrictions prohibited by the Declaration of Covenants of Indian Summer, Bellavita prohibits animal kennels or commercial facilities for pets and television antennas or other television or radio reception apparatus, including television satellite dishes unless they comply with the Covenants of Indian Summer and meet with the approval of Bellavita's Architectural Control Committee.

10. Common Expenses. The common expenses for maintenance of the properties within the Plat shall be charged to the lot owners by the Owner's Association based upon percentage of lots owned.

11. Budget, Assessments, and Collection Thereof. The Owner's Association will determine the budget annually (to be presented at the Owner's Association's annual meeting), the method of assessments, the collection of assessments, and the enforcement thereof. Although the lots within the Plat are townhouses rather than condominiums, and there is no intention hereby to convert the townhouses to condominiums,

*Each owner of a lot within Parcel F is also automatically a member of the Indian Summer Homeowner's Association



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nevertheless, to provide for a method for collecting assessments, the provisions of RCW 64.32 (the Horizontal Regimes Act) shall apply to the lots within this Plan including the foreclosure of the assessment liens as provided in that statute.

Any individual lot owner aggrieved by another lot owner's non-payment of assessment shall have the right, as does the Owner's Association itself, to bring the foreclosure action, and any judgment in favor of a lot owner bring such action or in favor of the Owner's Association, shall include a reasonable sum for attorney's fees and costs and expenses reasonably incurred incident thereto.

12. Encroachments. In the event that any dwelling unit, as constructed at the time of the final recording of the short plat, shall encroach on any of the adjacent lots, or in the event that any dwelling unit shall encroach upon any other lot as a result of settling or shifting of the building, a valid easement for the encroachment and its maintenance shall exist as the building or structure stands.

13. Insurance. Each lot owner shall be responsible for and shall obtain insurance for the dwelling unit located on the owner's lot insuring the improvements against loss or damage by fire in an amount to insure coverage to the replacement value, and shall furnish evidence of such insurance to the Owner's Association. In the event any owner fails to have such insurance in effect, the other owners and the Association shall be authorized, but not required, to obtain such insurance and charge the owner of the lot for the cost of such insurance in the manner provided for herein for other assessments.

14. Owner's Association. Each lot owner is a member of the Bellavita at Indian Summer Owner's Association and will be furnished, at the time of ownership, a copy of the Articles of Incorporation and a copy of the Bylaws of Bellavita at Indian Summer Owner's Association, which Articles and Bylaws bind not only the owner, but his or her guests, invitees lessees, etc.

15. Amendment by Bylaws and Covenants. The Owner's Association Board of Directors is authorized in the Articles of Incorporation to make, amend, or repeal the Bylaws until such time as all the lots within Parcel F are sold, at which time the homeowners have the authority to amend or repeal the Bylaws by majority vote and the covenants by unanimous vote.

16. Mortgage Protection. If a unit is foreclosed to satisfy an Association assessment lien, the sale must be subject to any existing mortgage which will not be adversely affected. If the mortgage is foreclosed, the assessment lien will be extinguished in the same manner as other subordinate liens. For purposes of this Declaration, a mortgage includes not only a mortgage but a deed of trust or other security instrument and mortgagee includes a beneficiary of deed of trust, a secured party, or other holder of a security interest.

17. Common Ownership. The Bellavita sign, perimeter lighting, storm water systems, sprinkler systems, and the streetscape are common to all owners. The



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Association therefore has a license to enter upon each lot to meet its responsibility to all the lot owners with regard to the above referenced matter. No individual lot owner can change the streetscape. It is common to all and the responsibility for it is that of the Owner's Association.

Dated this 17th day of October, 1998.

Hamilton Properties, LLC,
a Washington limited liability corporation,

By, Karen Hamilton
Karen Hamilton, Member

Dated this 19th day of October, 1998.

DaPaul, Inc.,
a Washington corporation,

By, Don Manzer
Don Manzer,



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STATE OF WASHINGTON)
)ss.
COUNTY OF THURSTON)

On this date, personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, KAREN L. HAMILTON, to me known to be a Member of Hamilton Properties, LLC, a Washington limited liability corporation, and DON MANZER, to me known to be Vice President of DaPaul, Inc., a Washington corporation, 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 who are authorized to execute the said instrument.

GIVEN under my hand and official seal this 19 day of Oct. 1998
1998.



Angela McLean
NOTARY PUBLIC FOR WASHINGTON

Angela McLean (print name)

RESIDING AT *Olympia*, WA
APPOINTMENT EXPIRES: 7/24/00



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