



Lake Forest Home Association

P. O. Box 3069

Lacey, Washington 98509

The following is a non-certified copy of the original, dated August 11, 1987 and subsequent amendment dated May 17, 1990.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Capital Development Company, hereinafter called "Declarant."

WHEREAS, the Declarant is the Owner of certain property in Lake Forest, County of Thurston, State of Washington, which is more particularly described as follows:

The Plat of Lake Forest, **Division Three**, as per plat recorded in Volume 23 of Plats, page 49, 50, 51, and 52 records of Thurston County, Washington.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to Lake Forest Home Association, Inc., its successors and assigns.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those leaving such interest merely as security for the performance of an obligation.

Section 3. Properties shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: "Lots designated as Open Space and Tot Lots"

Section 5. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. Declarant shall mean and refer to Capital Development Company, its successors and assigns if such successors or assigns should acquire more than one Undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (d) No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or;
- (b) On January 1, 2005.

Section 3. Federal Housing Administration or Veterans Administration Approval. As long as there is Class "B" membership, the following action shall require the prior approval of the Federal Housing Administration or Veterans Administration, Annexation of additional properties, dedication of common areas, and amendment of this Declaration of Covenants, Conditions and Restrictions. Lake Forest Division III shall not be required to seek the above approval to annex to or provide dedicated common area to the Lake Forest Home Association.

ARTICLE IV

SECTION COVENANT FOR TAXES AND MAINTENANCE ASSESSMENTS

Section 1. Pursuant to the dedication in the recorded plat of land and improvements described as lots designated as "Open Space and to Lots", said tracts are intended for the perpetual use and enjoyment of the Lot owners of lots within the recorded plat of Lake Forest and subsequent additions thereto.

Each such Lot owner binds himself, his heirs, and assigns to the payment of proportional share of taxes and assessments, (if any) for within Lake Forest and subsequent additions thereto, by the county or other governmental agencies. Such taxes and assessments shall be paid to the Association as prescribed by the Directors of such Association.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seventy Two Dollars (\$72.00) per Lot:

- (a) From and after January 1st, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1st of the year following immediately the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) The Owner of an unimproved Lot shall be subject to a Twelve Dollar (\$12.00) maximum annual assessment, until the third January 1st of ownership or until the Lot is improved, whichever comes first. Thereafter, the maximum annual assessment for an undeveloped Lot shall be one-half (1/2) of the maximum annual assessment for a developed Lot. These maximums do not apply to special assessments for capital improvements.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, may levy a special assessment for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessments, when levied requiring assessments for a period of more than one year, shall, if adopted in accordance with the procedures outlined herein, be binding on future members and directors.

Section 5. Street Lighting Assessments. The association through its dues structure outlined herein, shall pay the utility cost of street lights installed until such utility by precedence are accepted for maintenance and utility charges by any governmental agency.

Section 6. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days, nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called

subject to the same notice requirement, and the quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. 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 basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 the annual assessment shall be sent to every Owner subject thereto. The due dates 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 setting forth whether assessments on a certain Lot have been paid.

Section 9. Effect of Non-payment 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 7-3/4% per annum. The Association may bring an 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 Area or abandonment of the Lot.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, shall after approval by two-thirds (2/3) vote of the Board of Directors, have the right, through its agents and employees, to enter upon said parcel and the repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Every owner of any Lot in the Properties shall be responsible for damage, to or improper use of any Common Area, including during the construction of any residence or structure on such Owner 's Lot. If, after notice to restore any damaged Common Area, such owner does not make restoration in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, may make such restoration. The cost of such restoration shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

STAGED DEVELOPMENTS

Additional land within Sections 25, 26, and 35, Township 18 North, Range 1 West, W.M., lying Northerly of the Burlington Northern Railroad, all in Thurston County, Washington, may be annexed by the Declarant without the consent of members within 15 years of the date of this instrument. Subsequently annexed parcels may, at the option of the Declarant, provide for multi- family use, commercial use, school and church use.

ARTICLE VII

DEDICATION OF COMMON AREAS

Capital Development Company in recording this plat of Lake Forest Division Three, has designated certain areas (Open Spaces and Tot Lots), of land as recreational area walkways and playgrounds intended for use by the homeowners in Lake Forest for recreation and other related activities. During the development period of the entire plat and subsequent permitted additions thereto, the recreation areas and any buildings built thereon shall also house the sales office and information center.

The designated areas are not dedicated hereby for use by the general public, but are designated to the common use and enjoyment of the homeowner of Lake Forest as more fully provided in the Declaration of Covenants, Conditions and Restrictions applicable to Lake Forest Division Three, dated. Said Declarant of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with: Failure of the architectural committee to act within the allotted time referred to herein shall not act as a waiver of any requirements set forth in the residential area covenants.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area referred to herein may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE X

Section 1. This provision of Exhibit "A" attached hereto are incorporated herein by this reference as though fully set forth.

EXHIBIT "A"

RESIDENTIAL AREA COVENANTS

Section 1. Land Use and Building Type. No lot in Lake Forest Division Three shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family residence, not to exceed two stories in height and a private garage for not more than three cars.

Section 2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$50,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet finished for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story.

Section 3. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines herein established. No building shall be located on any Lot nearer than 25 feet to the front line or nearer than 15 feet to any side street line. Side yards shall be 10 feet in total from the side property line with a minimum of 4 feet on one side. A side yard on a corner site shall be 10 feet from the side yard on the flanking street(s). No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant eaves, steps, and open porches shall not be considered as a part of a building, PROVIDED, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

If the natural elevation of the lot along established minimum setback lines is more than either 8 feet above or 4 feet below the established roadway level along the abutting street, the architectural control committee (1) may, at its option, require that any building shall be located farther from the front lot line or side street line than the established minimum setback line if it deems it necessary to enhance the appearance of such property or other properties, or (2) may permit, by approval in writing any building to be located nearer the lot line or side street line than the established minimum setback line if such location will not detract materially from the appearance and value of such property or other properties but in no event nearer than 15 feet; PROVIDED that the power granted in alternative (2) of this paragraph shall not be exercised unless the committee first finds that the procedures of subdivision (1) are not feasible. Any such variances which conflict with city ordinances shall first be cleared with the city government.

Section 4. Driveways. The plans and specifications shall provide for and there shall be constructed and maintained upon each lot a suitable driveway which shall be paved and shall extend from the garage or carport and dwelling so that such paved driveway shall join and make physical connection with the traveled and/or such paved portion of the roadway abutting such property. All such driveways on the lot shall be paved.

Section 5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line except for panhandle lots, nor shall any dwelling be erected or placed on a lot having an area of less than 12,000 square feet.

Section 6. Easements. Easements for park access 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.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. No structure of a temporary character, basement, trailer, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently; PROVIDED, that nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a livable stage during completion of construction, which must be completed, including finish painting, within two months following such occupancy. No recreation vehicles; trailers, campers, boats and non-operable automobiles will be permitted to be stored outside on any lot.

Section 9. Maximum Period of Construction. The maximum period of construction of a dwelling, including finish painting, shall be nine months.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot 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 sales; (2) signs used by the developer or developers or his or their agent, and (3) one sign of not more than 24 x 24 inches advertising the property for sale or rent by the owner of his agent.

Section 11. Oils and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lots. Declarant herewith retains all oil and mineral rights and reserves the right to employ slant drilling techniques in using these oil and mineral rights.

Section 12. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept...PROVIDED that they are not kept, bred or maintained for commercial purposes.

Section 13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for garbage, trash or other rubbish. Garbage, trash, rubbish or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans shall be kept out of sight except on the days prescribed for pick-up.

Section 14. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate Thurston County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

Section 15. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate Thurston County Health Authority. Approval of such system as installed shall be obtained from such authority.

Section 16. Protective Screening. Protective screening areas shall coincide with the 'open spaces' and 'park area' access easements designated on the recorded plat as easements. Except as otherwise provided herein regarding street intersections under Section 18, planting, fences, or other walls shall be maintained throughout the entire length of such areas by the owner or owners of the Lots at their own expense to form an effective screen for the protection of the residential areas. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, must be pedestrian or by non-motorized cycle.

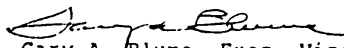
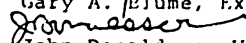
Section 17. Slope Control Areas. Slope control areas may be established by the architectural control committee when deemed necessary to protect the properties and enhance the value thereof. Within these areas no structures, planting or other materials shall be placed or permitted to remain or the activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements

in them shall be maintained continuously by the owner of each lot, except for those improvements for which a public authority or utility company is responsible.

Section 18. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 2 feet from the intersection of the streets lines, or in the case of a rounded property corner from the intersection of the streets property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

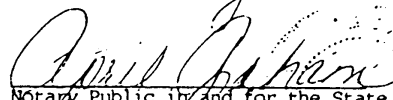
The undersigned, officers of the corporation (developer) herewith sign this 11th day of August, 1987.

CAPITAL DEVELOPMENT COMPANY

By:  Gary A. Blume, Exec. Vice President
By:  John Donaldson, Vice President

State of Washington)
County of Thurston)

Subscribed and sworn before me this 11th day of Aug., 1987.


Notary Public in and for the State
of Washington, residing in Lacey.
My commission expires: 12/15/90

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, owners of the following described property, to-wit:

The Plat of Lake Forest, **Division Three**, as per plat recorded in Volume 23 of Plats, pages 49 through 52, records of Thurston County, Washington,

Hereby amend the Declaration of Covenants, Conditions and Restrictions dated November 6, 1972, and filed for record under Auditor's File No. 878297 and recorded in Volume 595 of Mortgages at page 311, and amended May 4, 1973, and filed for record under Auditor's File No. 888905 and recorded in Volume 613 of Mortgages at pages 36through 44, inclusive, as follows:

Paragraph C-8 of Exhibit "A" is amended to read:

No structure of a temporary character, trailer, basement, tent shack , garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, PROVIDED, that nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a livable stage during completion of construction, which must be completed, including finish painting, within two months following such occupancy. No recreational vehicles, trailers, campers or boats will be permitted to be stored outside on any lot unless it is stored so that no portion extends beyond the front line of the house toward the street from the outside two front corners. The front of

the house is defined as a line perpendicular to the front outside corners of the house. Non-operable automobiles will not be permitted to be stored outside on any lot. All other portions of the Declaration of Covenants, Conditions and Restrictions, including Exhibit "A" and all amendments, shall remain the same.

DECLARANTS:

Lake Forest Home Assoc. Charles J. Rigby, President
Owners of _____ of: Charles J. Rigby, President
(Lot No.) (Tract No.)

The Plat of Lake Forest, Division Three, as per plat recorded in Volume 23 of Plats, pages 49 through 52, records of Thurston County, Washington.

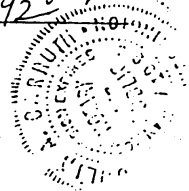
Vol: 1717 Page: 732
File No: 9003270001

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day personally appeared before me Charles J. Rigby and _____, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of March, 1990.

Julia A. Corruick
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
Commission expires: 4-7-92



MICROFILMED

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, owners of the following described property, to-wit:

The plat of Lake Forest, **Division Three**, as per plat recorded in Volume 23 of Plats, pages 49 through 52, records of Thurston County, Washington,

hereby amend the Declaration of Covenants, Conditions and Restrictions dated August 11, 1987, and filed for record under Auditor's File No. 8708110177 and recorded in Volume 1512 of Mortgages at pages 40-52, as follows:

Paragraph C-8 of Exhibit "A" is amended to read:

No structure of a temporary character, trailer basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; PROVIDED, that

nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a livable stage during completion of construction, which must be completed, including finish painting, within two months following such occupancy. No recreational vehicles, trailers, campers or boats will be permitted to be stored outside on any lot unless it is stored so that no portion extends beyond the front line of the house toward the street from the outside two front corners. The front of the house is defined as a line perpendicular to the front outside corners of the house. Non-operable automobiles will not be permitted to be stored outside on any lot.

All other portions of the Declaration of Covenants, Conditions and Restrictions, including Exhibit "A" and all amendments, shall remain the same.

DECLARANTS:

Lake Forest Home Assoc. Charles J. Rigby, President

Owners of _____ of:
(Lot No.) (Tract No.)

The Plat of Lake Forest, Division Three, as per plat recorded in Volume 23 of Plats, pages 49 through 52, records of Thurston County, Washington.

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day personally appeared before me Charles J. Rigby
and _____, to me known to be the individual
described in and who executed the within and foregoing instrument,
and acknowledged that ~~they~~ signed the same as ~~their~~ free and volun-
tary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of May,
1990.

Carol M. Kisor
NOTARY PUBLIC in and for the State
of Washington, residing at Tumwater
Commission expires: 6-30-91



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File No: 9005170128

MICROFILMED

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Robert L. Blume, President of Capital Development Company, hereinafter referred to as the "Developers," in consideration of the CITY OF LACEY granting to the Developers the right to connect to the CITY OF LACEY'S sewerage and water facilities required to serve Division 3 of Lake Forest the legal description of which is attached hereto and incorporated herein by reference, do hereby:

Grant and convey to the LACEY PUBLIC WORKS DIRECTOR or his successor in interest of designee;

A special power of attorney to exercise any and all rights said Developers, their heirs or assigns and any successors in interest to said Developers, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in said property hereinafter referred to as "successors in interest" to accomplish the following:

1. To petition to the City of Lacey for annexation of any and all of the lost or other property in Division 3 of Lake Forest which petition shall conform to the provisions of Paragraph 2 herein.
2. To accomplish all steps necessary or proper for the annexation under the laws of the State of Washington, Thurston County and the City of Lacey for annexation of the property to the City of Lacey with a zoning consistent with the development and an assumption of no more than a fair share of the City's indebtedness.
3. To sign any and all letters, petitions and other documents necessary to accomplish said annexation on behalf of the Developers or any successors in interest as defined above.

This power of attorney is granted in consideration of the City providing the above-described access to sewerage and water facilities and shall be a power coupled with an interest which may not be terminated except at such time as the project is no longer served by the sewerage facilities through the CITY OF LACEY or the CITY OF LACEY'S water facilities.

This power of attorney touches and concerns the real property in Division 3 of Lake Forest and so long as the development is served by sewerage facilities through the CITY OF LACEY or the CITY OF LACEY'S water facilities, shall bind the land and shall run with the land binding all who derive an interest therein.

This power of attorney shall be recorded in the Thurston County Auditor's Office and shall be referenced on any deed or other instruments conveying any interest in

Dated: February 27, 1987

Robert L. Blume

STATE OF WASHINGTON)
) ss.
County of Thurston)

This is to certify that on 27th, 1987
before me, the undersigned Notary Public, personally appeared

Robert L. Blume

to me known to be the persons described in and who executed the foregoing Special Power of Attorney, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

April Johnson
Notary Public in and for the State
of Washington, residing at *Lacey*

