

**--- Unofficial Duplicate ---**

PROTECTIVE COVENANTS OF  
LAKELAND VILLAGE NO. 12

Original Division 12 covenants signed by Richard A. Anderson, Anderson & Sons, Inc. President and filed with the Mason County Auditor under File Number 646382 on May 13, 1997.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE PLAT OF  
LAXELAND VILLAGE NO. 12

THIS DECLARATION is made on the date hereinafter set forth by ANDERSON & SONS, INC., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the developer and declarant of the plats and covenants, conditions and restrictions of LakeLand Village Divisions 1 through 11A recorded in the office of the Mason County Auditor; and

WHEREAS, Declarant desires to develop additional land within LakeLand Village Plat No. 12 as part of a common plan of development of LakeLand Village and to subject the residential and common areas thereto to covenants, conditions and restrictions similar to those imposed upon said Divisions 1 through 11A and with the same rights to use common areas and facilities thereof; and

WHEREAS, Declarant is the owner of LakeLand Village Plat No. 12, legally described as follows:

Parcel "A"

That portion of the southwest quarter of Section 17, Township 22 North, Range 1 West, W.M., lying westerly of the Plat of LakeLand Village No. 11 according to the plat recorded in Volume 10 of Plats, at pages 87 through 93, records of the Auditor, Mason County, Washington.

Except the following described property:

Beginning at the west quarter corner of Section 17, Township 22 North, Range 1 West, W.M.; thence along the east-west center line of said Section 17, North 89°05'27" east for a distance of 120.39 feet; thence south 00°54'33" east for a distance of 201.57 feet; thence south 89°03'35" west for a distance of 5.00 feet; thence south 01°08'56" east for a distance of 193.78 feet; thence south 88°46'31" west for a distance of 115.82 feet to a point on the west line of the southwest quarter of said Section 17; thence along the said west line, north 00°58'09" west for a distance of 395.98 feet to the point of beginning and the terminus point of this exception.

Parcel "B"

That portion of the northwest quarter of Section 20, Township 22 North, Range 1 West, W.M., lying northerly of the City of Tacoma-Lake Cushman Transmission Line right of way and westerly of the Plat of Lakeland Village No. 11, according to the plat recorded in Volume 10 of Plats, at pages 87 through 93, records of the Auditor, Mason County, Washington.

Parcel "C"

Those portions of Section 19, Township 22 North, Range 1 West, W.M., more particularly described as follows:

Parcel 1:

Beginning at the northeast corner of said Section 19, thence south 00°20'06" west, along the east line of said Section 19, for a distance of 300.00 feet to a point on the northeast boundary of that certain parcel of land described in the deed filed under auditor's fee number 507545; thence north 33°50'40" west along said boundary for a distance of 355.87 feet to the north line of said Section 19; thence north 88°43'52" east along said north line of Section 19, for a distance of 200.00 feet to the true point of beginning.

Parcel 2:

Commencing at the northeast corner of said Section 19; thence south 00°20'06" west along the east line of said Section 19 for a distance of 368.02 feet to the northerly southeast corner of that certain parcel of land described in the deed recorded under auditor's fee number 507545 and being the true point of beginning of this description; thence continuing south 00°20'06" west along said easterly line of Section 19, for a distance of 250.00 feet to a point on the north line of a 400-foot wide Tacoma City Light power line right-of-way; thence south 68°01'42" west along said north right-of-way line, for a distance of 324.27 feet to the southeast corner of that certain parcel of land described in the deed recorded under auditor's fee number 507545; thence north 00°20'06" east along the easterly line of said parcel for a distance of 373.08 feet; thence south 89°39'54" east along the southerly boundary of said parcel for a distance of 300.00 feet to the true point of beginning and the terminus of this description.

Parcel "D"

That portion of the southeast quarter of Section 18, Township 22 North, Range 1 West, W.M., described as follows:

Commencing at the east quarter corner of said Section 18; thence along the east line of said Section 18, south 00°58'09" east for a distance of 395.98 feet to the true point of beginning of this description; thence south 88°46'31" west for a distance of 67.95 feet; thence north 89°09'49" west for a distance of 101.35 feet; thence north 83°38'00" west for a distance of 233.94 feet; thence north 55°03'01" west for a distance of 65.04 feet; thence north 08°03'33" west for a distance of 117.09 feet; thence through a curve to the left having a radius point which bears south 08°03'33" east at a distance of 970.00 feet with a central angle of 06°11'45" for an arc distance of 104.89 feet; thence south 14°58'04" east for a distance of 50.71 feet; thence south 04°13'19" west for a distance of 177.47 feet; thence south 06°36'39" west for a distance of 228.95 feet; thence south 05°34'33" east for a distance of 268.06 feet; thence south 02°41'39" west for a distance of 373.90 feet; thence south 06°39'43" east for a distance of 416.50 feet; thence south 09°50'17" west for a distance of 164.51; thence north 37°13'11" west for a distance of 156.00 feet; thence along a curve to the right having a radius point which bears :north 52°46'49" east at a distance of 360.00 feet with a central angle

of 12°37'01" for an arc distance of 79.27 feet; thence south 65°23'50" west for a distance of 60.00 feet; thence along a curve to the left having a radius point which bears north 65°23'50" east at a distance of 420.00 feet with a central angle of 09°37'28" for an arc distance of 70.55 feet; thence along a curve to the right having a radius point which bears south 55°46'22" west at a distance of 25.00 feet with a central angle of 70°08'55" for an arc distance of 30.61 feet; thence south 35°55'15" west for a distance of 69.79 feet; thence south 54°04'45" east for a distance of 40.00 feet; thence south 35°55'15" west for a distance of 147.61 feet; thence along a curve to the left having a radius point which bears south 54°04'45" east at a distance of 310.00 feet with a central angle of 10°13'29" for an arc distance of 55.32 feet; thence south 56°28'54" east for a distance of 399.40 feet; thence south 47°32'56" east for a distance of 338.91 feet; thence south 47°19'31" east for a distance of 141.96 feet; thence south 00°58'09" east for a distance of 11.63 feet to a point on the south line of said Section 18; thence along the said south line of Section 18 north 88°43'52" east for a distance of 200.00 feet to the southeast corner of said Section 18; thence along the east line of said Section 18, north 00°58'09" west for a distance of 2232.47 feet to the true point of beginning and the terminus of this description.

All of the above situated in the County of Mason, State of Washington.

As shown on Plat of LakeLand Village No. 12 recorded in Volume \_\_\_\_\_ of Plats, pages \_\_\_\_\_ through \_\_\_\_\_, records of Mason County.

(hereinafter the "Property").

WHEREAS, Declarant desires the same to be annexed to and become a part of the property subject to the Articles of Incorporation and Bylaws of LakeLand Village Community Club, and to subject the property to the following easements, restrictions, covenants and conditions:

NOW, THEREFORE, Declarant hereby DECLARES that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and the Property is hereby annexed to and shall be brought within the jurisdiction of the LakeLand Village Community Club. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. These covenants are contemplated to be extended to a portion of the other land of the Declarant when said lands are developed.

ARTICLE I  
DEFINITIONS

Section 1. "Club" shall mean and refer to the LakeLand Village Community Club, a Washington non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as are now or may hereafter be brought within the jurisdiction of the Club by covenants of record as hereinafter provided.

Section 3. "Common Areas" shall mean and refer to all real property within LakeLand Village Divisions 1 through 12 and any future divisions of LakeLand Village which may be hereafter brought within the jurisdiction of the Club which is owned by the Club for the common use and enjoyment of its members, to the extent the use and enjoyment thereof by owners of lots herein is now or will in the future be permitted by the covenants, conditions, and restrictions recorded or to be recorded with reference to said divisions.

Section 4. "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 and plots specifically reserved or exempted by the developer.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Club.

Section 6. "Owner" shall mean and refer to the record owner of the interest or the contract purchaser entitled to possession, or, if there be no real estate contract, of the fee simple title to any Lot which is a part of the Property, excluding contract sellers not entitled to possession and those having an interest merely as security for the performance of an obligation.

Section 7. "Developer" shall mean and refer to Anderson & Sons, Inc., and any successors or assigns engaged in land development and/or wholesale land sales activities which are the same as or similar to those of Anderson & Sons, Inc.

ARTICLE II  
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Club may, only with the prior written approval of the Developer, which approval may freely be withdrawn, annex additional lands to the Property and so add to its membership, subject to the limitations imposed by Section 3 hereof, provided, that annexation of additional properties other than the Property described in Section 2 hereof shall require the assent of two-thirds (2/3) of the members of the Club, at a meeting duly called for this purpose, written notice of which shall be sent to all members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirements set forth above, and the required quorum at any such 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 sixty (60) days following the preceding meeting.

Section 2. If within fifteen (15) years from February 1, 1997, the Developer should develop additional lands within the area described in the Articles of Incorporation of the Club, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, and if the Developer gives its prior written approval, such additional lands may be annexed to the Property so adding to the membership of the Club, without the assent of the members, provided, however, the development of additional lands described in this Section is in accordance with the plans approved by Mason County authorities as complying with applicable land use laws and regulations, and provided the addition complies with Section 3 hereof.

Section 3. The additions authorized under this Article shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such additional property subject to such additions or modifications as may be necessary to reflect the different character, if any, of the added properties. In no event shall such declaration for additional property revoke, modify or add to the covenants established by this Declaration concerning the property subject to them.

### ARTICLE III MEMBERSHIP

Every owner of a lot subject by covenants of record to assessment by the Club shall be a member of the Club, EXCEPT that when more than one person is an owner of any lot, the several owners of the lot shall designate in writing to the Club, one of their number as the sole "member" entitled to exercise the privileges of membership with respect to any lot. No owner shall have more than one membership, regardless of the number of lots owned. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Club. Ownership of a lot shall be the sole qualification for membership.

### ARTICLE IV VOTING RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have the right and easement of enjoyment in and to the Common Area to the extent permitted by the covenants, conditions and restrictions recorded with reference to the division within which the Common Area lies, and such easement shall be appurtenant to every assessed lot, subject to the following provisions:

- (a) The right of the Club to limit the number of guests of members;
- (b) The right of the Club, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area, and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the owners hereunder;
- (c) The rights of the Club to suspend the voting rights and the right to use of the Common Area and facilities of the owners of any lot for any period during which any assessment against the lot remains

unpaid; and failure to comply with the published rules and regulations regarding use of common areas and facilities may result in withdrawal of access privileges for a period of time as specified by the Board of Trustees;

(d) The right of the Club to dedicate or transfer all or any part of the Common Area to any public agency, authority or publicly regulated utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the entire membership has been recorded, agreeing to such dedication or transfer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants who reside on the Property and, subject to regulation by the Club, to his or her temporary guests.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each lot owned within the Property, hereby covenants, and each owner of each lot by acceptance of a deed or other contract or conveyance, whether or not it shall be so expressed therein, is deemed to covenant and agree to pay to the Club:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided.

The annual and special assessments, together with interest at the rate established by the Club, costs and reasonable attorneys' fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation of the owner shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property, and in particular for the improvements and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Property, including without limitation the installation of and maintenance of the entry gate, cul de sacs, if any, and planting areas on streets within the Property.

Section 3. Increase in Annual Assessments.

- (a) The amount of the annual assessment may be increased in accordance with the procedures contained in the Bylaws of the Club.
- (b) The maximum annual assessment may be increased above that established in accordance with the procedures contained in the Bylaws of the Club by a vote of the members, provided that such additional increase shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at the meeting duly called for this purpose. Written notice and a proxy shall be sent to all

members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(c) After consideration of required maintenance costs and other needs of the Club, the Board of Trustees will fix the annual assessment in accordance with the guidelines contained herein and by the Bylaws of the Club.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Club may levy special assessments for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, expected repair or replacement of any capital improvements upon the Common Area including the necessary fixtures and any personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both the annual and special assessments shall be fixed at a uniform rate for all lots within the Property, and shall be collected on an annual basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Section 3 or Section 4 hereof, the presence at the meeting of members entitled to cast fifty percent (50%) of all the votes of the entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirements set forth in Sections 3 and 4, and the required quorum at any such 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 sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Assessments: Certificate. The annual assessments provided for herein shall commence as to each lot on the first day of the calendar month following the recording of the conveyance or contract for conveyance of the lot from the Developer, whichever is earlier. The annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each lot for the following year by the end of the calendar year so that sufficient notification may be made to lot owners prior to the annual budget meeting. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date for annual assessments is April 1 of each year. The Club shall upon demand of any encumbrancer, prospective encumbrancer, or prospective purchaser at any time, or upon demand by any owner at reasonable times established by the Club, furnish a certificate in writing signed by an authorized officer of the Club setting forth the amount of any unpaid assessments against a specified lot. A reasonable charge may be made by the Board for issuance of such a certificate. Unless the certificate is deposited in the mail, postage prepaid and directed to the address given by a requestor other than the owner within ten (10) days of payment of the required fee, the lien of assessments due and unpaid at such time shall be subordinate to the interest, if any, acquired by the requestor in the lot. The requestor shall not be liable for, nor shall his or her interest in the lot to be subject to the lien for unpaid assessments not disclosed in any properly executed certificate.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Club. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest permitted by law, and the Club may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the particular lot, or take any other action allowed in law or equity, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his or her lot.

Section 9. Subordination of the Lien to Mortgages, Deeds of Trusts and Real Estate Contracts. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust (and to the lien of any second mortgage or deed of trust given to secure payment of the purchase price) now or hereafter placed on a lot, and to the interest of any vendor under a real estate contract not entitled to possession. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, deed of trust, or real estate contract pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof or any proceeding to obtain a forfeiture and cancellation of a real estate contract or proceeding to obtain a forfeiture and cancellation of a real estate contract or proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 10. Exempt Property The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All land owned by the developer;
- (b) All property dedicated to and accepted by any public agency, authority or publicly regulated utility;
- (c) The Common Area;
- (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

## ARTICLE VII

### ARCHITECTURAL CONTROL

#### Section 1.

(a) The developer shall serve as the Architectural Control Committee for five (5) years from the date of final plat approval. The Architectural Control Committee as designated by the Board of Trustees of the Club shall serve as advisory members during this developmental period. Developer shall consider all views and suggestions of this committee.

(b) After the developmental period of five (5) years, the Architectural Control Committee designated by the Board of Trustees of the Club shall act as administrators of the provisions of this Article, which shall govern construction or alteration of any building, structure, or object upon any lot.

(c) After the developmental period, the Architectural Control Committee shall consist of as many persons as the Board of Trustees shall designate, but not less than three (3) nor more than nine (9). The Trustees of the Club shall have the right to terminate the term of office of any member of the Architectural Control Committee at any time and to appoint new or additional members. The Club shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Control Committee.

Section 2. Approval of Plans by the Architectural Control Committee.

(a) No building, fence, screen, barrier or any other structure or object of any kind, type or nature whatsoever which cannot be considered part of the natural terrain, shall be constructed, altered or placed, either permanently or temporarily, upon any lot until there has been filed with and approved by the Architectural Control Committee plans and specifications for the same. Any and all plans for clearing, tree cutting and/or removal, regardless of purpose, shall be submitted to and approved by the Architectural Control Committee in the manner set forth herein. Exterior lighting of any sort which is visible from a street, Common Area, or from any other dwelling in LakeLand Village, shall not be allowed to be an annoyance or nuisance to neighbors. There shall be included with each proposal governed by this section, in a form satisfactory to the Architectural Control Committee, one set of plans and specifications showing, as applicable (1) the size and dimension of the improvement or nature and extent of the regulated conduct; (2) the exterior design; (3) the exterior color scheme; (4) the exact location of any improvement or regulated conduct on the lot; (5) the location of driveways and parking areas; (6) the scheme for drainage and grading; (7) the areas to be cleared and trees and natural growth to be removed; and (8) proposed landscaping. This shall include woodpiles, clothes lines, large satellite TV dishes, etc. Property line setbacks for the improvements shall be at the discretion of the Architectural Control Committee, subject to conformance with governmental regulations.

(i) Approval of building site locations shall be at the discretion of the Architectural Control Committee, taking into consideration setbacks as shown on the recorded plat.

(b) Approval of said plans and specifications may be withheld if the proposed improvements or conduct is at variance with these covenants or if, in the sole opinion of the Architectural Control Committee, the proposed improvement will be detrimental to the community because of the grading and drainage plan, the location of the structure on the building site, color scheme, finish design, proportions, shape, height, style, appropriateness of material to be used thereon, interference with the view of other property owners within LakeLand Village, or other features not aesthetically adapted to the area and nearby developed properties.

(c) Proposed changes in the exterior (including color schemes) of all structures, shall be submitted to the Architectural Control Committee for approval, and may not be made unless approved.

(d) Owners may appeal any decision made by the Architectural Control Committee to the Board of Trustees of the 'Club, whose decision shall be final.

(e) The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Architectural Control Committee, or its designated representative, fails to approve or disapprove a proposal properly submitted to it within thirty (30) days after receipt by the Architectural Committee of plans and specifications, approval shall not be required.

(f) It shall be the responsibility of the Architectural Control Committee to determine that

improvements have been constructed in accordance with the approved plans and specifications. Such determination must be made within sixty (60) days of the completion of the improvement. In the event the Committee shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the owner within said sixty (60) day period, whereupon the owner, within such time as the Committee shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such action as the Architectural Control Committee shall designate. If no such action by the Committee is taken within sixty (60) days of the date of completion of the improvements, the improvements shall conclusively be deemed to be satisfactory to the Architectural Control Committee.

ARTICLE VIII  
PERMITTED AND PROHIBITED USES

Section 1. Residential Area Covenants. The following residential area covenants shall apply to all lots within the Plat of LakeLand Village No. 12, except those lots referred to in Section 2 below, and except roads, golf course, and any lots specifically reserved or exempted by Developer for other than residential purposes.

(a) All lots in LakeLand Village shall be used solely and exclusively for private one-family residences with appurtenant garages as hereinafter provided. No permanent dwelling shall be permitted on any lot having a ground floor area exclusive of open porches, balconies, or garages of less than one thousand two hundred fifty (1,250) square feet. A building site shall consist of not less than one (1) lot as shown on the recorded plat, and no lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites. No lot shall be further divided where any resulting lot shall be less than the minimum square footage as required and approved by Mason County. Structures shall have tile, or split and resawn cedar shake roof, or asphalt shingle roofs having a warranty period of not less than forty (40) years, or roofs or other materials specifically approved by the Architectural Control Committee and officially adopted by a resolution of the Board of Trustees. The exterior of all buildings must be wood covered with earth tone stain or paint, or other siding material specifically approved by the Architectural Control Committee and adopted by a resolution of the Board of Trustees. No building or structure, including modular or manufactured homes, shall be moved onto any lot from any other place of construction.

(b) Each residence shall be provided off-street parking for at least two cars within a garage. It is desirable that all garages be incorporated in or made a part of the dwelling house.

(c) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained on any lot. Dogs and cats, or other traditional household pets, may be kept on a lot, provided they are not kept, bred or maintained for commercial use or purposes. Household pets shall not be allowed to become an annoyance or a nuisance to the neighborhood, and all lots and owners shall be subject to reasonable regulation by the Board of Trustees of the Club concerning the maintenance of household pets. No noxious or undesirable use of any lot shall be permitted or maintained.

(d) No vehicles or structures of a temporary character shall be used as a dwelling upon any lot except during the authorized period of construction. No permanent trailers or mobile homes shall be permitted upon any lot at any time. No trailer of any sort, truck (larger than one ton g.v.w.), camper, motor home, boat, recreation vehicle, or any other similar vehicles, or tent shall be kept or permitted to be kept on any lot, unless housed within an enclosed garage. Travel trailers or recreation vehicles may be temporarily placed upon lots for limited vacationing or holidays subject to rules and regulations established by the Architectural Control Committee.

(e) The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within one year of commencement of excavation for the foundation thereof.

(f) All lots shall be maintained in their natural setting of native vegetation. Lots shall be cleared only to the extent necessary to accommodate residential dwellings, garages, storage sheds, driveways, and installation of septic system as approved by Mason County, leaving the remainder of the lot insofar as possible, close to its natural state. The maximum number of healthy evergreen trees will be retained wherever possible. Healthy evergreen trees of a size equal to or greater than six inches in diameter measured at a height of four feet from the ground shall not unnecessarily be removed. Trees considered to be pests (madrona, alder, and some maples) may be removed. The retention of ground cover such as salal, huckleberry, Oregon grape, kinnikinnick, sword fern, fir, cedar, hemlock, pine, and rhododendron is encouraged whenever possible. Ground cover such as bracken fern, thistle, dandelion, scotch broom, blackberry vines, and other things generally considered as weeds shall be discouraged. With Architectural Control Committee approval, owner may substitute one variety of vegetation for another variety of vegetation. All ground cover will be maintained and controlled to present a neat, pleasing effect.

(g) No refuse, garbage or rubbish may be deposited or allowed to remain upon any lot unless placed in an attractive sanitary container which is suitably located and screened from public view and unless removed from the lot weekly to an authorized location. No building materials or supplies may be replaced or stored upon any lot unless and until the owner thereof is prepared to commence construction and then such materials or supplies shall be placed within the property lines of the lot upon which the structure is to be erected and not in the street. The Club, after notice to the Owner as provided in the Bylaws, shall have a license from all lot owners to direct an authorized representative to come onto any lot for the purpose of removing any items remaining upon such lot in violation of this covenant, the cost of which, including reasonable costs and attorneys' fees incurred in enforcing this covenant, shall be borne by the lot owner and which may be collected in the same manner as assessments.

(h) No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with an approved plan complying with all requirements and standards of Mason County. Each lot is subject to the jurisdiction of the Mason County On-Site Sewage Operation and Maintenance Program as adopted by Mason County Board of Health in 1996, or as subsequently amended. The on-site septic systems for each lot within Lakeland Village, Division 12 shall be monitored and maintained in accordance with the Mason County Board of Health On-Site Sewage

Regulations and the Mason County Department of Health Services On-Site Standards, Section 6 and subsequent amendments thereto. The Mason County Operation and Maintenance Program shall not be phased but shall be implemented for all types of on-site septic systems within Division 12.

(i) No individual water supply system shall be permitted on any lot. No owner may refuse to connect to the State Health Department approved water system to be operated by Developer, its successors or assigns.

(j) No signs of any kind for any purposes, except public notices by a political division of the state or as required by law, shall be erected, posted, painted, or displayed on any lot or any other portion of the Property, provided, however, that any builder may erect and display "for sale" signs during the period it is building and selling property within the subdivision, and that any owner wishing to sell his or her home may place one (1) sign, not larger than four hundred (400) square inches, or as approved by the Club, advertising the property for sale or rent. For sale signs on unimproved lots shall be no more than four hundred (400) square inches. Signs must be located on the lot with the sign face parallel to the road, and attached to a single post no higher than five (5) feet. All signs must be in compliance with the current Lakeland Village Community Club resolution regarding signage. Notwithstanding the foregoing, no "For Sale" or "For Rent" sign shall be displayed for the public view by owners other than Developer as long as the Developer owns any lot within the plat.

(k) No fences, hedges or boundary walls or other barriers shall be placed or constructed so as to unreasonably obstruct the view of any lot owner, and all structures shall be so located with the approval of the Architectural Control Committee so as to prevent, insofar as possible, interference with the view from the other lots, while conforming with reasonable architectural standards. No fence, hedge, boundary wall, or other barrier shall be constructed over six (6) feet in height above the natural grade. No net or metal fence (such as chicken wire, barbed wire, hog fencing, chain link, etc.) shall be permitted on any lot nor shall any fence or other barrier (except hedges) be permitted on any lot unless constructed of wood and painted or stained with earth or wood-toned colors approved as provided in paragraph (a) hereof, except for protective netting for the safety of residents and their guests as may be required where such danger exists. In order to preserve the pristine image of LakeLand Village, the installation of garish or obtrusive netting systems is prohibited. Any protective netting system must be approved by the Architectural Control Committee prior to its installation. The Architectural Control Committee will approve only those systems which (i) use netting that, when installed, is inconspicuous and even difficult to detect, but at the same time provides protection from errant golf balls; (ii) utilize poles painted or stained to match the residence to which the system belongs; (iii) which are only as high as necessary and as approved by the Architectural Control Committee; (iv) are designed to fit into the existing decor of the property being protected; (v) location of netting is encouraged to be as close to dwelling as deemed appropriate by Architectural Control Committee; and (vi) are designed to blend into the surrounding environs in a manner which cannot be considered garish or obtrusive and which will appear pleasing and attractive to neighbors and golf course users.

(l) No fuel tank, air conditioning units, heat pumps, or other authorized equipment pertinent to a residence, shall be maintained on any lot unless enclosed from view in a manner satisfactory to the Architectural Control Committee.

(m) Mail boxes, paper boxes, or the like shall be clustered in structures provided by the Developer. Said structures will be maintained and/or replaced by the lot owners sharing in the cluster. Any alteration, repair, improvement, or replacement, etc., shall be subject to Architectural Control Committee approval.

(n) Except in connection with the preparation of the lot for sale by Developer, no excavation shall be made nor shall any dirt be removed from a lot, nor shall any fill material be deposited upon any lot in excess of that necessary to allow a suitable on-site sewage disposal system, except that necessarily required in connection with construction of any structure and approved by the Architectural Control Committee in connection therewith.

(o) Except with the approval of the Architectural Control Committee, the natural drainage of any lot shall not be changed. Changes in natural drainage, including curtain drains, shall be consistent with reasonable architectural and engineering standards.

(p) Developer reserves to itself, its successors or assigns, easements five (5) feet in width, parallel and adjacent to all lot lines, except that this easement shall be ten (10) feet in width along lot lines where lots are not contiguous, for purposes of installation and maintenance of all utilities and drainage. All utility lines shall be suitably installed underground.

Section 2. Lots 49, 62 and 72. Developer reserves unto itself, its successors and assigns, the right, in its sole discretion, to develop Lots 49, 62, and 72, LakeLand Village No. 12, as condominiums, townhouses, multi-purpose facilities, assisted living facilities, adult facilities, or similar use facilities, and to create separate homeowner's associations therefor, and to promulgate separate covenants, conditions and restrictions relating thereto. Any such development, and the terms of any separate covenants, conditions and restrictions recorded with reference thereto, shall be consistent with the overall scheme of development of LakeLand Village, subject to such additions or modifications as may be deemed necessary by Developer to reflect the different character of these facilities. Developer shall make appropriate provisions for the levying and collection of annual and special assessments for the purposes set forth in Article VI. Development of these facilities by Developer shall be in accordance with plans approved by the proper authorities of Mason County and shall be in compliance with all state and federal regulations.

Section 3. Common Area Covenants. The Common Areas shall be maintained by the Club for the common use and enjoyment of its members, subject to the Rules and Regulations governing these areas as issued from time to time by the Board of Trustees. The Common Areas shall be maintained free of any obstructions to traffic. Only electric outboard motors shall be permitted on the lake at any time. No gasoline or other non-electric mechanical motor, either inboard or outboard, shall be permitted. All members will be permitted year-round fishing privileges, but will be required to comply with the Club Rules and Regulations governing the Common Areas, and applicable Washington State fish and game laws. No hunting shall be permitted at any time.

ARTICLE IX  
PRESERVATION OF VIEW RIGHTS

The Architectural Control Committee shall have the responsibility of determining whether trees or other vegetation on any lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the owner involved, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within thirty (30) days after receipt of such notice the owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Control Committee, the Club shall have a license to go upon the particular lot and may, at its expense, cause such work to be accomplished, provided, however, that the Club may, in its discretion, charge the cost of such work to the residents of the subdivision who have requested the pruning or removal of such trees or other vegetation. In no event shall any trees or other vegetation be pruned so as to reduce its size below its size as of the date the owner of the particular lot purchased that lot, and no tree shall be removed unless it presents a hazard to the Owner of the lot or owners of other lots in the vicinity.

ARTICLE X  
WATER SERVICE

Each Owner of each lot, by acceptance of a deed or other contract or conveyance, whether or not so expressed therein, covenants and agrees to pay to the Developer, its successors or any person, corporation, or entity to whom the water system serving LakeLand Village No. 12 may be assigned, all connection charges, charges for service or other charges authorized by its tariffs now in effect or hereafter amended, provided said tariffs have received necessary approval by public authorities. Said charges, together with interest at the rate provided in the tariffs, or in the absence thereof at the maximum rate authorized by law, costs and reasonable attorneys' fees incurred in collection thereof, are the personal obligation of the Owner, and in addition shall be a charge on the land and a continuing lien upon the lot for which such charges are due, which may be foreclosed by an action at law if said amounts are not paid within thirty (30) days after due date. This is not the exclusive remedy for nonpayment, and the provider may avail itself of any other remedy authorized by law, including, but not limited to, a personal action against the Owner, or withholding of service until payment is made. Said liens shall be subordinated to other liens to the same extent and subject to the same limitations as are liens for Club assessments by Article VI, Section 9.

ARTICLE XI  
RESERVATION

There is hereby reserved to Developer and its successors and assigns from any conveyance of any portion of the Property as herein described all oil, gas and other minerals in or under said property. Purchaser agrees that no conveyance of any portion of said property shall be effective to convey oil, gas and other mineral rights unless the Developer has consented in writing and the oil, gas or other mineral rights to be conveyed are specifically set forth in the instrument of conveyance.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. Enforcement. The Club, any Owner, or the Developer so long as it shall have an interest in the Property, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and the prevailing party in any litigation concerning the enforcement or interpretation of these covenants, conditions and restrictions shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection therewith. Failure by the Club, any owner or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed as 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 may be amended during the first twenty-five (25) year period by an instrument signed by not less than two-thirds (66.66%) of the lot owners, provided, however, that until the Developer shall, within said twenty-five (25) year period, have sold ninety percent (90%) of the lots in the last area annexed to the property as provided in Article II, Section 2, no amendment shall be effective without Developer's written consent. Thereafter, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than two-thirds (66.66%) of the lot owners. No amendment shall be effective until recorded, and notwithstanding anything herein contained to the contrary, no amendment may change the provisions of Section 2 of Article VIII without the prior written and recorded consent of the Developer.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 12th day of May, 1997.

ANDERSON & SONS, INC.

By Original signed by Richard A. Anderson

RICHARD A. ANDERSON

President



EXHIBIT "A" TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE PLAT OF LAKELAND VILLAGE NO. 12

All that real property situated within Sections 17, 18, 19 and 20, inclusive,  
Township 22 North, Range 1 West of the W.M., in Mason County, Washington.