

--- Unofficial Duplicate ---

**PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 11**

Original Division 11 covenants signed by Virgil C. Anderson, Anderson & Sons, Inc. President and Robert A. Anderson, Anderson & Sons, Inc. Secretary and filed with the Mason County Auditor under File Number 436087 on January 7, 1985.

Modified in accordance with Amendment signed by Rodger W. DeBritz, LLVCC President, on April 22, 1994 and filed on April 22, 1994 with the Mason County Auditor under File Number 586448.

Modified in accordance with Amendment signed by Rodger W. DeBritz, LLVCC President, on March 1, 1995 and filed on March 10, 1995 with the Mason County Auditor under File Number 604339.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF
LAKELAND VILLAGE NO. 11

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 protective covenants of LakeLand Village Divisions 1 through 10 recorded in the office of the Mason County Auditor; and

WHEREAS, Declarant desires to develop additional land adjacent to LakeLand Village Divisions 1 through 10 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 10, and with the same rights to use common areas and facilities thereof; and

WHEREAS, Declarant is the owner of certain property in Mason County, State of Washington, which is more particularly described as:

A tract of land partly in the Southwest quarter and the West half of the Southeast quarter of Section 17, and partly in the North half of Section 20; all in Township 22 North, Range 1 West, W.M., described as follows:

COMMENCING at the center of said Section 17, this being the true point of beginning; thence South 01°10'22" East, along the North-South center of section line, 833.79 feet to the Southwest corner of property conveyed to Mark T. Lundberg as recorded in Auditor's File No. 247074; thence along the South line of said property North 89°29'17" East 615.77 feet to the Northwest corner of property conveyed to Philip F. Graber as recorded in Auditor's File No. 332769; thence along the West line of said Graber property, South 01°10'22" East 480.37 feet, to the Southwest corner of said Graber property, and a point on the North line of the Southwest quarter (SW1/4) of the Southeast quarter (SE1/4) of said Section 17; thence along said North line of said Southwest quarter (SW1/4) of Southeast quarter (SE1/4) North 89°46'35" East 77.84 feet; thence South 11°27'37" West 337.15 feet; thence South 16°09'57" West 570.62 feet to a point on the Northerly right of way line of the Tacoma-Lake Cushman transmission line; thence South 68°00'50" West, along said Northerly right of way line, 334.57 feet to a point that bears North 68°00'50" East a distance of 20.24 feet from the West line of said Section 20, said point being on a curve to the right having a radius point that bears South 67°43'14" East a distance of 258.39 feet; thence Northeasterly along said curve to the right having a radius of 258.39 feet, for an arc length of 178.43 feet, having a central angle of 39°33'53"; thence North 61°50'39" East 128.70 feet; thence along a curve to the left, having a radius of 210.00 feet, for an arc length of 195.60 feet, having a central angle of 53°22'00", thence North 08°28'39" East 95.72 feet; thence along a curve to the left, having a radius of 30.00 feet, for an arc length of 47.12 feet, having a central angle of 90°00'00"; thence North

08°28'39" East 60.00 feet to a point on a curve to the right, having a radius point that bears North 08°28'39" East a distance of 190.00 feet; thence Northwesterly along said curve to the right, having a radius of 190.00 feet, for an arc length of 249.93 feet, having a central angle of 75°22'08"; thence North 51°09'46" East 838.26 feet; thence North 35°09'57" East 115.70 feet; thence North 17°33'37" East 272.65 feet; thence North 07°44'15" West 202.55 feet; thence North 29°07'20" East 837.72 feet; ; thence North 17°53'22" East 295.53 feet; thence North 12°45'56" East 353.36 feet; thence North 22°26'13" East 306.17 feet to the East-West center of Section line of said Section 17; thence North 89°04'21" East, along said center of section line, 960.00 feet to the true point of beginning.

As shown on Plat of LakeLand Village No. 11 recorded in Volume ____ of Plats, pages through ____, records of Mason County, and 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:

(Hereinafter the "Property").

NOW, THEREFORE, Declarant hereby DECLARES that the Property described above and within the plat of LakeLand Village No. 11 shall be held, sold and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and said Property is hereby annexed to and shall be brought within the jurisdiction of the LakeLand Village Community Club. These easements, restrictions, reservations, charges, liens, covenants and conditions 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 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 Area" shall mean and refer to all real property within LakeLand Village Divisions 1 through 10 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 of 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, at any time, 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 January 27, 1972, 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, 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 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 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 without regard to 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 such lots shall be the sole qualifications of membership.

ARTICLE IV
VOTING RIGHTS

The interest of each member shall be equal to that of any other member and no member can acquire any interest which will entitle him to any greater voice, vote, authority or interest in the corporation than any other member. When more than one person is an owner of any lot, the vote for such lot shall be exercised by the member designated in writing by them, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE V
PROPERTY 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 for such a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (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 right of enjoyment to the Common Area and facilities to the members of his family, his tenants who reside on the Property and, subject to regulation by the Club, to his temporary guests.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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) Monthly 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 monthly 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 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 Monthly Assessments.

(a) From and after April 1, 1995, the amount of the annual assessment may be increased in accordance with the procedures contained in the By-Laws of the LakeLand Village Community Club.

(b) The maximum annual assessment may be increased above that established in accordance with the procedure contained in the By-Laws of the LakeLand Village Community Club by a vote of the members, provided that such additional increase shall have the assent of 2/3 of the votes of all members who are voting in person or proxy at a 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 the maintenance costs and future needs of the Community Club, the Board of Trustees will fix the annual assessment in accordance with the guidelines contained herein and the By-Laws of the LakeLand Village Community Club.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly 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 monthly and special assessments shall be fixed at a uniform rate for all lots within the Property, with the exception of lots 135, 138 and 139 as set forth in Article VIII, Section 2 below, and may be collected on either an annual or a monthly 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 ($\frac{1}{2}$) 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 monthly 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 monthly 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 monthly assessment against each lot for the following year at least thirty (30) days prior to the end of the calendar year. Written notice of the monthly assessment shall be sent to every owner subject thereto. The due date for each installment of the monthly assessment shall be fixed by the resolution authorizing such assessment. 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 requester 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 requester in the lot. The requester shall not be liable for, nor shall his 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 lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage 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 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 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 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, except those lots described in Article VIII, Section 2 below.

(b) 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 any 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 installed without first obtaining the permission of the Architectural Control Committee. 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 (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, clotheslines, 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.

(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, inappropriate clearing of trees or natural growth, unreasonable 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 Committee, or its designated representative, fails to approve or disapprove a proposal property submitted to it within thirty (30) days after receipt by the 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 completed in accordance with the plans as submitted and approved. 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 with 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. 11, except those lots referred to in Section 2 below, and except roads, golf course and pro shop, 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 herein after 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 (1,000) square feet. A building site shall consist of not less than one (1) lot as shown on the recorded plat, and no lot all 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 seven thousand (7,000) square feet in area. Structures shall have tile or thick butt split shake roofs, or roofs of other material specifically approved by the Architectural Control Committee and officially adopted by a resolution of the Board of Trustees, and 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 resolution of the Board of Trustees. Exterior colors shall be consistent with the surrounding community and approved by the Architectural Control Committee.

(b) Each residence shall be provided off street parking for at least two cars within a garage and two additional parking spaces within each lot. 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 house pets shall be kept or maintained on any lot. Dogs and cats, or other 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, 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, 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. No more trees or natural growth shall be removed from a lot than is reasonably necessary for the construction of the residence and permitted structures and for the use and enjoyment thereof, and in no event shall more than sixty percent (60%) of the native trees and ground cover be removed. All trees and natural growth proposed to be removed at any time shall, after written approval of the site clearing plan as provided in ARTICLE VII, shall be flagged or marked and the Architectural Control Committee notified at least seven (7) days before removal is commenced.

(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 placed 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 the requirements and standards of the Mason County Health District.

(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. Water is to be available at each lot by the time fifty percent (50%) of the lots are sold or within two (2) years of final plat recording.

(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 he 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. All signs must have written approval from the Club before they can be displayed. Notwithstanding the foregoing, no "For Sale" or "For Rent" sign shall be displayed to 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 6 feet in height above the natural grade. No net or metal fence (such as chicken wire, barb 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 (a) hereof.

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

(m) 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.

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

(o) No swimming pool, hot tub, or recreational area shall be covered and enclosed except within a building conforming to exterior requirements for residences and approved by the Architectural Control Committee in the manner provided for residences.

(p) Developer reserves to itself, its successors or assigns an easement 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. Developer reserves an easement, varying in width, designated as "Developer's Easement" on the recorded plat, for golf course purposes, as located on Lots 58 through 70, 73 through 85, 86 thru 97, 98 thru 108, 110, 111, and 127 thru 134, and includes the right of ingress and egress for construction, maintenance and for players during the regular course of play on the golf course.

(q) In the event any lot owner desires to sell his lot, first the Developer and, if it be unwilling to purchase, any lot owner shall have the right to purchase such lot at the same price and terms as the best bona fide offer received. Such offer shall be submitted in writing, and, if no action be taken by the Developer or a lot owner within thirty (30) days, the owner shall be free to sell.

Section 2. Condominium Townhouse Sites. Developer reserves unto itself, its successors and assigns the right, in its sole discretion, to develop lots 135, 138 and 139, LakeLand Village No. 11, as condominium townhouse sites, to create separate homeowner's associates 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 condominium townhouses. Developer shall make appropriate provisions for the levying and collection of monthly and special assessments for the purposes set forth in Article VI, Section 2 above. Development of condominium townhouses by Developer shall be in accordance with plans approved by the proper authorities of Mason County, Washington, in compliance with all applicable land use laws and 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 reasonable regulation by the Club. The Common Areas shall be maintained free of any obstructions to traffic. No power or outboard motor boats shall be permitted on the lake at any time. All members have year-round fishing privileges, but catch limits shall be in accordance with State 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 LakeLand

Village Community 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 contact 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. 11 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 Developers 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 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 shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Club, or the owner of any lot subject to this declaration, their legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of (10) years. 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 year period, have sold fifty percent (50%) 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.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 3rd day of January, 1985.

ANDERSON & SONS, INC.

By: Original signed by Donald V. Anderson

President

By: Original signed by Robert A. Anderson

Secretary

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

On this 3rd day of January, 1985, before me, the undersigned, a Notary Public in and for The State of Washington, duly commissioned and sworn, personally appeared Donald V. Anderson and Robert A. Anderson to me known to be the President and Secretary, respectively, of ANDERSON & SONS, INC., the corporation 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 on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said incorporator.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Original signed by Marilyn Anderson
NOTARY PUBLIC in and for the State
of Washington, residing at Allyn

EXHIBIT "A" TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF LAKELAND VILLAGE NO. 11

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.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF
LAKELAND VILLAGE NO. 11

ARTICLE VIII, PERMITTED AND PROHIBITED USES,

Residential Area Covenants, Section 1k is amended to read:

- (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 6 feet in height above the natural grade. No net or metal fence (such as chicken wire, barb 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 or other products as approved by the architectural Control Committee and painted or stained with earth or wood-toned colors in (a) hereof.

In accordance with the amendment of Article XII, Section 3, dated March 10, 1995 amendment to or revocation of these covenants, during the first twenty-five (25) years after declaration of said covenants, shall require the written consent by not less than two-thirds (66.66%) of division 11 owners who are on file in the Lakeland Village Community Club office. The required two-thirds (66.66%) of owners have consented to approval of this amendment and their signed consent forms are on file in the Lakeland Village Community Club office.

Dated this _____ day of _____, 2002

Russell Dod, President
Lakeland Village Community Club
Board of Trustees

Paul C. Topness, Member
Lakeland Village Community Club
Board of Trustees

