

--- Unofficial Duplicate ---
PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 11A

This "Unofficial Duplicate" has been electronically scanned from the "Original" or "Revised" covenants listed below and amended as reflected in the "Amendments" listed below.

Original Division 11A covenants signed by Robert A. Anderson, Anderson & Sons, Inc. Secretary and filed with the Mason County Auditor under File Number 521330 on January 22, 1991.

Modified in accordance with Amendment signed by Robert A. Anderson, Anderson & Sons, Inc. Secretary, on February 13, 1991 and filed on February 14, 1991 with the Mason County Auditor under File Number 522409.

Modified in accordance with Amendment signed by Rodger W. DeBritz, LLVCC President, on July 23, 1993 and filed on August 17, 1993 with the Mason County Auditor under File Number 570632.

Modified in accordance with Amendment signed by Rodger W. DeBritz, LLVCC President, on January 27, 1994 and filed on January 28, 1994 with the Mason County Auditor under File Number 581164.

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

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 11 recorded in the office of the Mason County Auditor,
and

WHEREAS, Declarant desires to develop additional land within LakeLand Village Plat No. 11 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 11, 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, being:

Those portions of Sections 17 and 20, Township 22 North, Range 1 West, W.M., more particularly described as follows:

Lot 138 and a portion of Lot 137 of LakeLand Village No. 11, as shown on said plat on Sheets 2 through 7 of 7 Sheets recorded in Volume 10 of Plats on Pages 87 through 93, records of Mason County Auditor, excepting therefrom road rights of way, together with and subject to covenants and easements of record, situate in Mason County, Washington.

As shown on Plat of LakeLand Village No. 11A recorded in Volume 10 of Plats pages 102 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. 11A 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 11 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 December 1, 1990, 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 at 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 with 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 Assessments 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. Increases in Monthly Assessments

(a) From and after January 1, 1972 the amount of the monthly assessment may be increased effective January 1, of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the U.S. Bureau of Labor Statistics Consumer Price Index calculated on the base period (1957—1959 equals 100) for Seattle, Washington for “Urban Wage Earners and Clerical Workers All Items”, for the preceding month of August. Said index establishes the numerical rating for Seattle for the month of August, 1964, at 110.3. This shall be the base rating. To determine the percentage by which the monthly assessment for each subsequent year may be increased without a vote of the membership, said base rating shall be divided into the said Consumer Index for the month of August preceding the effective date of any proposed increase. Said adjustment percentage, if in excess of 100 percentum, shall be multiplied by the initial monthly Assessment amount provided for herein to determine the maximum amount to which the monthly assessment may be increased for the subsequent year without a vote of the membership.

(b) From and after January 1, 1972, the maximum monthly assessment may be increased above that established by the consumer Price Index formula by a vote of the members, provided that any such change 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 and setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum basis of the assessments undertaken incident to a merger or consolidation in which the Club is authorized to participate under its Articles of Incorporation.

(c) After consideration of the maintenance costs and future needs of the Club, the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum.

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, 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 (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 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 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.

(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, clothes lines, 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.

(l) The Architectural Control Committee has limited the height of any improvements on Tracts 4 through 12 so as to protect the view of property owners across the County road or adjacent to these tracts.

The highest point of the roof can not exceed eighteen (18) feet above the County road level immediately in front of the house.

(ii) 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, 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 properly 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 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. 11A, 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 no 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 Agencies . Structures shall have tile or split and resawn cedar shake roofs, and the exterior of all buildings must be wood covered in semi-transparent earth or wood-toned stain 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. No building or structure, including modular or manufactures 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 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 that 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 front 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 Dept.

(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 plot 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 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 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 approved as provided in (a) hereof, except for protective netting for the safety of residents and their guests as may be required where such danger exists. Netting must be attached to the residence. Materials, supports and location must be approved by the Architectural Control Committee and the owners of the LakeLand Village Golf Course prior to installation.

(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) No paper boxes, or the like, shall be permitted on any lot unless prior written approval is obtained from the Architectural Control Committee as to design and location on lot or structure.

(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 shall be consistent with reasonable architectural and engineering standards.

(p) 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.

(q) 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. Lots 16 and 17, Div. 11A already have such utilities installed in said non-contiguous ten foot easement long their southerly boundaries.

Section 2. 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 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. 11A 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 effect 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 ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument approved by not less than ninety percent (90%) of the lot owners, provided, however, that until the Developer shall, within said twenty-five year period, have sold fifty percent (50%)

EXHIBIT "A" TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF LAKELAND VILLAGE NO. 11A

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.