

--- Unofficial Duplicate ---

**PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 3**

Original Division 3 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 227857 on July 24, 1967.

Modified in accordance with amendment signed by Raymond Burkhart, LLVCC President on June 1, 1989. Note: This amendment appears to have not been filed with the county auditor. Intent was superceded by Resolution #2 as stated below.

Modified in accordance with Resolution #1 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547936.

Modified in accordance with Resolution #2 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547937.

Modified in accordance with Resolution #3 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547938. (Note: Resolution #3 appears to be incorrect in that it does not specify where paragraph 9 stops and paragraph 10 starts. It has been incorporated as written.)

Modified in accordance with Resolution #4 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547939.

Modified in accordance with Resolution #5 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547940.

Modified in accordance with Resolution #6 – 1992-1993 signed by Rodger Debritz, LLVCC President, Patricia Krall, Vice President, and Gordon Carpenter, LLVCC Secretary/Treasurer on July 16, 1992 and filed on July 16, 1992 with the Mason County Auditor under File Number 547941.

PROTECTIVE COVENANTS
OF
LAKELAND VILLAGE NO. 3

DEDICATION

KNOW ALL MEN BY THESE PRESENTS; That ANDERSON & SONS, being the owner of all of the above-described property designated as Lakeland Village, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to preserve insofar as possible the natural beauty of the area, and so as to further provide for the control of structures to be erected thereon and improvements to be made, does hereby covenant and agree, for itself and for its successors and assigns, to keep all of the covenants hereinafter set forth, which are hereby made applicable to the above-described property as it is platted and binding upon the owners thereof to the extent provided in these covenants., and subject to which covenants all of such property shall be owned, held, used, occupied and developed.

RESIDENTIAL AREA COVENANTS

The following Residential Area Covenants shall apply to all lots within the above-described boundaries, Lakeland Village No. 3 of which has now been platted, with the exception of dedicated road, and those areas marked on the plat maps as Common Areas, which Common Areas specifically include the lake, and except those areas designated by the grantor herein as commercial areas and zoned by Mason County as such.

1. All lots and improvements shall be used for residential purposes and uses incidental thereto only. No tenancy by a third person shall relieve the owner from full responsibility for performance of these covenants and the payment of monthly charges hereinafter mentioned.

2. Lots may be cleared for a sufficient area to permit structures of a permanent nature, together with reasonable access thereto. In no event shall more than 60% of the native trees and ground cover be removed.

3. No lot shall be further divided where the resultant lots shall be less than 7,000 square feet in area, and no structures shall be permitted on any lot except single-family dwellings.

4. No permanent dwelling shall be permitted on any lot having a ground floor area, exclusive of open porches, balconies, and garages of less than 1000 square feet, split level construction considered as "ground level", roofs shall be composed of quality roofing materials such as wooden shakes, synthetic shakes, tiles of various type and similar commercial materials but excluding tar paper, mineral surfaced felt, and all metals and/or fiberglass panels. All existing roofs not complying with the above must be upgraded at time of replacement or major repair. Deviations from the above at time of replacement must be approved by the Board of Trustees.

5. An original and one copy of a simple, dimensioned preliminary structure plan, showing the design of the structure and its location on the lot, shall be submitted to the grantor herein or to the Control Committee, when one is formed, for its approval or disapproval. If upon examination the plan does not conform to these covenants, or if the design is not aesthetically adapted to the area and hereby developed properties, the plan shall be disapproved and the owner shall not be permitted to proceed to build according to such plan. If no action is taken within thirty (30) days after submission of such plans, the same shall be deemed accepted. Any structure built on any lot shall be completed to the extent of completion and painting of exterior walls and roof, including windows and exterior doors, within one (1) year of commencement of construction. No structure of a temporary character shall be used as dwellings, such as trailers, basements, tents, shacks, garages, or other outbuildings except during period of construction. No permanent trailers or mobile homes shall be permitted. Travel trailers may be used for limited vacations and holidays, but shall not be permanently placed on the lots.

6. On any waterfront lots there shall be a minimum of 50 feet between any structure and the lake shore. No docks or floats with walkways shall extend more than 30 feet into the lake. No earth or gravel fills shall extend beyond the existing shore line.

7. No fences, hedges or boundary walls shall be planted or constructed more than six (6) feet in height so as to obstruct the view of any lot owner toward the lake, and all residences shall be so located with the approval of the grantor or of the Control Committee so as to interfere as little as possible with such view.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements and standards of the Thurston-Mason County Health District, and approval of such system as installed shall be obtained from such authority.

9. Sewage systems must be located 50 feet back from the lake high-water line and drainfields 100 feet from the lake. All portions of the system must conform to national building codes, as well as meeting county approval. Minimum size as required by Mason County, for a 2 compartment septic tank, with a minimum of 100 feet of drainfield, regardless of house size or specifics. All septic systems requiring effluent sump or force pump line to drainfield must be equipped with an "over-flow" alarm system. Existing septic systems requiring extensive rebuilding or replacement of components must be upgraded to include the above.

10. (Deleted)

11. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood,

12. Water is to be supplied to each of the lots by Anderson & Sons, Inc., or its successors, at its regular established rates, and no well or private water system shall be maintained on any of the lots within the area. The grantor reserves to itself and to its successors an easement 5 feet in width, parallel with and adjacent to all lot lines for purposes of utilities and drainage. In performing any work on said easements neither grantor nor its successors shall damage any improvements without paying fair compensation therefor, and

shall cause as little disturbance to the lot owner as possible.

13. A State Health Department approved water system will be installed by the time 50% of the lots are sold.

14. The anticipated water rates, future ownership and maintenance responsibility will be defined.

15. An approval by two-thirds (2/3) of all lot owners of Division 3, Lakeland Village, is required for any capital improvements over \$10,000 to the community club common areas and/or any assessment over and above that allowed as provided by the formula stated in the Lakeland Village Community Club by-laws.

16. Two thirds (2/3) of the waterfront footage shall have a buffer zone maintained in its natural state from two feet above the lake high-water line and three feet into the lake.

17. All drains into the lake shall end at least two feet from the lake high-water line with filter gravel from the drain to the lake.

COMMON AREA COVENANTS

The area within Lakeland Village No. 3 which has been designate on the plat map, filed concurrently herewith, shall be held in common by all of the owners of all the lots within Lakeland Village No. 3 and shall be held and used exclusively for the common use and enjoyment of the lot owners and their guests. Any improvements made thereon shall be made by the grantor, or its successor, or by the Control Committee, and said grantor, or its successor, or said committee, shall regulate, administer and control the Common Areas, under the following minimum requirements:

1. The Common Areas shall be maintained free of any obstructions to traffic.
2. No power or outboard motor boats shall be permitted on the lake at any time.
3. All lot owners shall have year-round fishing privileges, but catch limits shall be in accordance with Washington State Game Laws.
4. No hunting shall be permitted in any area at any time.

GENERAL PROVISIONS

1. At any time after the recording of these covenants grantor may elect to turn supervision of the Common Areas and approval of building plans over to a Control Committee which shall consist of five (5) members who must be lot owners. The first members shall be chosen by grantor and annually thereafter by election by the lot owners, at an election to be called by the Control Committee. At such election each lot shall be entitled to one vote for each position on the committee, or an owner may elect to cast his votes cumulatively. In the election a contract purchaser shall be entitled to vote, provided his contract is in good standing.

2. The purpose of the Control Committee is to manage the Common Areas so as to promote safety, cleanliness and good order, and provide the lot owners with a place for their enjoyment and relaxation. The Committee shall have the power to collect from each owner such amount as shall be necessary to pay the costs of maintenance and repair, taxes assessed against the Common Areas, and water and other utilities furnished to the Common Areas. All such charges shall be divided equally among the owners of lots within the area on a unit basis. Any unpaid charges, along with unpaid water charges to the individual lots, all of which

shall become delinquent 30 days after billing, shall become a lien against the lot and no such lot shall be sold or otherwise transferred until all such charges or any other assessments which may be levied by the Control Committee have been paid, except that any such charges or assessments shall be junior to the rights of any contract seller or purchase mortgages on the property of the owner of any such lot.

3. In the event any lot owner desires to sell his lot, the grantor 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 grantor or a lot owner within 30 days, the owner shall be free to sell. Any prospective purchaser, except in case of judicial sale, shall be first approved by the Control Committee, before he is entitled to purchase or have possession of any lot.

4. Grantor reserves to itself and to its successors all oil, gas and mineral rights in the area.

5. These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them, and owning or having any interest in any of the above described lands, for a period of 25 years from the these covenants, after which time these covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots is recorded, agreeing to modify or revoke those covenants in whole or in part. Amendments to or revocation of these covenants at any other time shall require the written consent of two-thirds (2/3) of all owners.

6. Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefor, and may be brought by any lot owner damaged,

7. Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF THE undersigned have affixed their signatures.

ANDERSON & SONS, INC.

Original signed by Virgil C. Anderson

Original signed by Robert C. Anderson

President

Secretary

STATE OF WASHINGTON)

) ss

COUNTY OF MASON)

On this _____ day of _____, A.D., 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared VIRGIL C. 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 corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Original signed by James Leitch (?)

Notary Public in and for the State of
Washington, residing at Union