

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

PROTECTIVE COVENANTS OF  
LAKELAND VILLAGE NO. 5

25<sup>th</sup> year amendment to Division 5 covenants signed by Rodger W. DeBritz, Lakeland Village Community Club President and filed with the Mason County Auditor under File Number 604338 on March 10, 1995.

Modified in accordance with amendment signed by Russell Dod, President, Lakeland Village Community Club and filed on June 8, 2001 with the Mason County Auditor under File Number 1733028.

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AMENDMENT TO  
PROTECTIVE COVENANTS  
OF  
PLAT OF LAKELAND VILLAGE NO. 5

ALL PARAGRAPHS OF THE PROTECTIVE COVENANTS OF PLAT OF LAKELAND VILLAGE NO. 5 ARE AMENDED AS FOLLOWS WITH THE EXCEPTION OF RESIDENTIAL AREA COVENANTS, PARAGRAPHS 1,3,9 AND 14; COMMON AREA COVENANTS, PARAGRAPHS 1 AND 4; AND GENERAL PROVISIONS, PARAGRAPHS 6 AND 7. RESIDENTIAL AREA COVENANTS, PARAGRAPHS 11 AND 12; AND GENERAL PROVISIONS, PARAGRAPHS 3 AND 4 ARE DELETED IN THEIR ENTIRETY.

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS: That we the owners of the above-described property designated as LakeLand Village No.5, 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 ourselves and for our 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. 5 of which now has been platted with the exception of dedicated roads, Lot 41 of Division 5 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 Developer herein as commercial areas and zoned by Mason County as such. Covenants for Lot 41, Division 5 are as specified in RESIDENTIAL EXCEPTIONS.

References to Board of Trustees herein refers to the governing body of the LakeLand Village Community Club or their assignees.

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 70% of the native evergreen trees be removed without prior approval by the Board of Trustees. Where excessive or total tree removal occurs, a mature landscape program must be completed within one year following occupancy.

3. No lot shall be divided where the resultant lots shall be less than 7,000 square feet in area. 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 shall be considered as "ground level." Roofs shall be composed of quality, fire resistant roofing materials such as treated wooden or 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. Siding shall be composed of wood, stucco, vinyl siding, or brick. Deviations from the above at time of construction or replacement must be approved by the Board of Trustees.

5. A simple, dimensioned preliminary structure plan, showing the design of the structure and its location on the lot, shall be submitted to the Board of Trustees 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 nearby 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 the period of construction. No permanent trailers or mobile homes shall be permitted. Travel trailers may be used for limited vacationing and holidays, but shall not be permanently placed on the lots.

6. 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 and all residences shall be so located with the approval of the Board of Trustees so as to interfere as little as possible with any view.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanity 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 and from the Board of Trustees. All outdoor burning must be in accordance with local fire ordinances. In any case, nothing other than paper, cardboard, and yard waste may be burned.

8. All portions of the sewage system must conform to national building codes as well as meeting county approval. The minimum size of the sewage system must meet Mason County standards. Existing septic systems requiring extensive rebuilding or replacement of components must be upgraded to include the above.

9. 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 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.

10. Water is to be supplied to each of the lots by LakeLand Village Water Company, 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 Developer reserves to itself and to its successors an easement five (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 the Developer nor its successors shall damage any improvements without paying fair compensation therefore, and shall cause as little disturbance to the lot owner as possible.

11. (Deleted)

12. (Deleted)

13. No sign in excess of four hundred (400) square inches shall be displayed to the public view on any lot. Only one (1) sign shall be displayed at any time and that sign must conform to the guidelines set forth by the architectural committee. Signs may not be displayed for a period longer than 120 days without written approval from the Board of Trustees.

14. On any waterfront lots there shall be a minimum of fifty (50) feet between any structure and the lake shore. No docks or floats with walkways shall extend more than ten (10) feet into the lake. No earth or gravel fills shall extend beyond the existing shore line.

#### RESIDENTIAL EXCEPTIONS

If and when Lot 41 of Division 5 is sold to Mason County for the purpose of installing a sewer system pumping station, then Lot 41 shall be subjected to the following covenants. Should it not be sold for the previously stated purpose, then Lot 41 covenants shall be the same as for all other residential lots within this division.

1. Lot 41 and improvements thereon may be used, and shall be restricted to use, for a sewer system pumping station as defined in design drawings dated 2001.

2. Lot 41 may be cleared to the extent necessary to install said pumping station. The rest of the lot shall remain in its natural vegetative state. Subsequent removal of trees as required due to disease or damage shall be considered, on a case by case basis, by the LLVCC Architectural Control Committee and shall not be removed until so approved.

3. Lot 41 shall not be subdivided.

4. 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. Any fence shall be of natural wood and may have a neutral color preservative coating.

5. Ownership of Lot 41 by Mason County does not give Mason County nor any person who does not own property within the boundaries of Lakeland Village the right or privilege to use Lot 41 nor any of the common areas of Lakeland Village for any other purpose than that specified in this section.

6. Ownership of Lot 41 by Mason County does not include a voting membership in Lakeland Village Community Club.

7. Since services of Lakeland Village Community Club and access to common areas is not granted to Mason County, Mason County is not required to pay annual assessments as provided under GENERAL PROVISIONS paragraph 2.

8. RESIDENTIAL AREA COVENANTS paragraphs 5, 7, 8, 9, 10, and 13 shall apply.

## COMMON AREA COVENANTS

The area within LakeLand Village No. 5 which has been designated on the plat map as common areas shall be held in common by all of the owners of all of the lots within LakeLand Village, and shall be held and used exclusively for the common use and enjoyment of the lot owners and their guests (Lot 41 excepted as stated in RESIDENTIAL EXCEPTIONS). The Board of Trustees has the responsibility for regulation, administration and control, and improvements of 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 other than electric 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 Fish and Game Laws or the Board of Trustees.
4. No hunting shall be permitted in any area at any time.
5. An approval by two-thirds (2/3) of all lot owners of LakeLand Village No.5 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.

## GENERAL PROVISIONS

The following General Provisions apply to all lot owners with the exception of Lot 41 as stated in Residential Exceptions.

1. The Board of Trustees shall consist of no less than nine (9) members who must be lot owners. The members shall be elected by the lot owners at an election to be called by the Board of Trustees. 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/her votes cumulatively. In the election a contract purchaser shall be entitled to vote, provided his/her contract is in good standing.

2. The purpose of the Board of Trustees of LakeLand Village Community Club is to manage the Common Areas so as to promote safety, cleanliness, and good order; provide for the aesthetic, healthful and uniform development of LakeLand Village through these covenants (e.g supervision of common areas and building plan approval); and provide the lot owners with a place for their enjoyment and relaxation. The Board 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 Board of Trustees have been paid, except that any such charges or assessments shall be junior to the rights of any contract seller or purchase mortgagee on the property of the owner of any such lot.

3. (Deleted)

4. (Deleted)

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 twenty-five (25) years from the date of 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 owners of the lots is recorded, agreeing to modify or revoke these 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 therefore, 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 way affect any of the other covenants which shall remain in full force and effect.

8. Be aware that in addition to this document, residents of LakeLand Village must also be in compliance with the Articles of Incorporation and the LakeLand Village By-Laws.

DATED THIS 01 DAY OF MARCH, 1995.

Original signed by Rodger W. DeBritz

RODGER W. DEBRITZ, PRESIDENT

LAKELAND VILLAGE COMMUNITY CLUB

ON THIS 01 DAY OF MARCH, 1995, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED RODGER W. DEBRITZ TO ME KNOWN TO BE THE PRESIDENT OF THE LAKELAND VILLAGE COMMUNITY CLUB, A NON PROFIT 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 FIRST ABOVE WRITTEN.

Original signed by Charlene Ann Bennett

CHARLEN ANN BENNETT

NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT GRAPEVIEW