

--- Unofficial Duplicate ---

PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 6

25th year amendment to Division 6 covenants signed by Gordon L. Carpenter, Lakeland Village Community Club President and filed with the Mason County Auditor under File Number 610518 on July 13, 1995.

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AMENDMENT TO
PROTECTIVE COVENANTS
OF
PLAT OF LAKELAND VILLAGE NO. 6

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS: That we, the owners of the above-described property designated as LakeLand Village No. 6, 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. 6 of which has now been platted with the exception of dedicated roads 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.

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 to permit approved structures of a permanent nature, reasonable access thereto, required septic/drain field area and setbacks as required. If more than 70% of the native evergreen trees are required to be removed, a landscape program approved by the Architectural Control Committee must be completed within one year following occupancy.
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 shall be considered as "ground level." Roofs shall be composed of quality roofing materials such as wooden or synthetic shakes, tiles of various types, and similar commercial material 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, or brick. Deviations from the above at time of construction or replacement must be approved by the

Architectural Control Committee.

5. 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 Architectural Control Committee for its approval or disapproval. If, upon examination the plan does not conform to those 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 a dwelling, 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 Architectural Control Committee 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 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 and from the Board of Trustees. All outdoor burning must be in accordance with local fire ordinances.

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 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.

10. Water is to be piped 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. Drainage and utility easements shall be in accordance with county ordinances. 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 Control Committee. Signs may not be displayed for a period longer than 120 days without written approval from the Architectural Control Committee.

14. (Deleted.)

COMMON AREA COVENANTS

The areas within LakeLand Village which have been designated on the plat maps 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. The Board of Trustees has the responsibility for regulation, administration and control, and improvements of the common areas. (See Rules and Regulations for the use and enjoyment of community areas and facilities by LakeLand Village property owners, as approved by the LakeLand Village Community Club Board of Trustees.)

1. (Deleted)

2. (Deleted)

3. (Deleted)

4. (Deleted)

GENERAL PROVISIONS

1. (Deleted)

2. One function of the Board of Trustees of LakeLand Village Community Club is to manage the common area 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. The developer 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 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 then owners of the lots is recorded, agreeing to modify these covenants. Amendments to these covenants at any time following the 25th anniversary shall require the written consent of two thirds (2/3) of all lot 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. In addition to this document, residents of LakeLand Village must also be in compliance with the Articles of Incorporation and the LakeLand Village Community Club By-Laws.

Dated this 13th day of July 1995.

Original signed by Gordon L. Carpenter

Gordon L. Carpenter, President
Lakeland Village Community Club

On this 13 day of July, 1995, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn personally appeared Gordon L. Carpenter, 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 Jackie K. Bush-Turner

Jackie K. Bush-Turner
Notary Public in and for the State of
Washington, residing at Grapeview