

--- Unofficial Duplicate ---

PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 7

25th year amendment to Division 7 covenants signed by Kenneth C. Griffith, Lakeland Village Community Club President and Barbara McLaughlin, Lakeland Village Community Club Secretary/Treasurer and filed with the Mason County Auditor under File Number 1722317 on November 17, 2000.

PROTECTIVE COVENANTS
OF
PLAT OF LAKELAND VILLAGE DIVISION NO.7
DECLARATION

We, the owners of the property designated as Lakeland Village No.7, amend the original Protective Covenants. These amended covenants shall be binding upon all present and future property owners in Lakeland Village No.7. The amended covenants are as follows:

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 lots and other taxable parcels within the plat of Lakeland Village No. 7.

Section 3. "Common Areas" shall mean and refer to all real property within Lakeland Village Divisions 1 through 12 and any future divisions of Lakeland Village which may be brought within the jurisdiction of the Club which is owned by the Club for the common use of its members.

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 areas.

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 legal owner of any property within the plat of Lakeland Village No. 7.

ARTICLE II
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 sole "member" entitled to exercise the privileges of membership with respect to any lot. No Owner shall have more than one membership, regardless of 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 a lot shall be the sole qualification for membership. Each membership shall have one (1) vote.

ARTICLE III
COMMON AREA RIGHTS

Section 1. Members' Easements of Use. Every member shall have the right to the Common Areas to the extent permitted by the covenants.

(a) The Club shall have the right to limit the number of guests of members.

(b) The Club shall have the right to suspend the voting rights and the right to use of the Common Areas and facilities of the owners of any lot for any period during which any assessment against the lot remains unpaid. Failure to comply with the published rules and regulations regarding use of common areas and facilities may result in withdrawal of access privileges for a period of time as specified by the Board of Trustees.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his or her right to the Common Areas and facilities to the members of his or her family, his or her tenants who reside on the Property and, subject to regulation by the Club, to his or her temporary guests.

ARTICLE IV
CLUB ASSESSMENTS

Section 1. The Club may assess property owners within Division No. 7 annual fees for its operating expenses as provided for in the Club's By-Laws and determined by the Board of Trustees.

Section 2. Any assessments not paid within thirty (30) days after due date shall bear interest from due date at the maximum legal interest rate. The club may take legal action as necessary to collect delinquent dues together with reasonable costs and attorney fees.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1.

(a) The Architectural Control Committee (ACC), designated by the Board of Trustees of the Club, shall act as administrators of this Article.

(b) The Committee shall consist of three (3) to nine (9) members as the Board of Trustees shall designate.

Section 2.

(a) No structure or object of any kind, which cannot be considered part of the natural terrain, shall be constructed, altered or placed upon any property without the approval of the ACC. Any plans for clearing properties, including evergreen trees, shall be submitted to and approved by the ACC. Exterior lighting shall not be allowed to be an annoyance to neighbors. There shall be included with each proposal governed by this section one set of plans and specifications showing, as applicable: (1) the size and dimensions of the

improvement or nature and extent of the regulated conduct; (2) exterior design; (3) exterior color scheme; (4) the exact location of any improvement or regulated conduct on the property; (5) the location of driveways and parking areas; (6) the scheme for grading and drainage; (7) the areas to be cleared and evergreen trees to be removed; and (8) proposed landscaping. Property line setbacks shall conform 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 ACC, 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, 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 ACC for approval and may not be made unless approved.

(d) Owners may appeal any decision made by the ACC to the Board of Trustees of the Club, whose decision shall be final.

(e) The ACC's approval or disapproval as required in these covenants shall be in writing. In the event that the ACC fails to approve or disapprove a proposal properly submitted to it within thirty (30) days after receipt by the ACC of plans and specifications, approval shall not be required.

(f) It shall be the responsibility of the ACC to determine that improvements have been constructed in accordance with the approved plans and specifications. 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 specification 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 ACC 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 ACC.

ARTICLE VI

RESIDENTIAL AND COMMON AREA COVENANTS

Section 1. Residential Area Covenants.

(a) All private properties in Division No. 7 shall be used exclusively for single family residences. No permanent dwelling shall be constructed or placed on any property having less than fifteen hundred (1,500) square feet of interior living area. A variance may be allowed by the Board of Trustees in the event property size does not allow a structure of this size. Structures shall have roofs of shakes, tile, or roofs of other materials guaranteed for forty (40) years approved by the Board of Trustees. Exterior walls may be wood or composite siding, stucco, brick, stone or combinations of these or other material approved by the Board of Trustees.

(b) Each future residence shall have off-street parking for at least two cars within a garage. It is desirable that all garages be incorporated in or made a part of the house.

(c) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained on any lot. Dogs and cats, or other traditional 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 concerning the maintenance of household pets.

(d) No vehicles or structures of a temporary nature shall be used as a dwelling upon any property or placed there permanently (to include mobile homes). The parking/storage of a recreational vehicle upon any property with a permanent dwelling shall be allowed if placed as inconspicuously as possible and not inhabited for extended periods of time.

(e) The 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 complete as to external appearance, including finish painting, within one year of commencement of excavation for the foundation thereof.

(f) 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 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.

(g) 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 all requirements and standards of Mason County.

(h) No individual water supply system shall be permitted on any lot.

(i) No signs of any kind for any purposes, except legal public notices, 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 it 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. For sale signs on unimproved lots shall be no more than four hundred (400) square inches. Signs must be located on the lot and attached to a single post no higher than five (5) feet and comply with any current resolution by the Board of Trustees.

(j) No fences or hedges shall be placed so as to unreasonably obstruct the view of any other property owner. No chain-link or other metal fence shall be constructed on any private property. Any other

fence construction and color scheme must be approved by the Board of Trustees as administered by the ACC.

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

(l) Mail boxes and paper boxes should be constructed of or enclosed by wood or other materials to give a rustic appearance.

(m) Developer reserves to itself, its successors or assigns, easements 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.

(n) On any waterfront property there shall be a minimum of fifty (50) feet between any structure (docks excluded) and the Lake shore. No docks or floated walkways shall extend more than twenty (20) feet into the Lake. No fill materials shall extend beyond the existing shore line.

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 the Rules and Regulations governing these areas as issued from time to time by the Board of Trustees. The Common Areas shall be maintained free of any obstructions to traffic. Only electric outboard motors shall be permitted on the lake at any time. No gasoline or other non-electric mechanical motor, either inboard or outboard, shall be permitted. All members will be permitted year-round fishing privileges, but will be required to comply with the Club Rules and Regulations governing the Common Areas, and applicable Washington State fish and game laws. No hunting shall be permitted at any time.

ARTICLE VII

WATER SERVICE

The owner of each property agrees to pay to LakeLand Water Company or its successors serving LakeLand Village No. 7 a connection charge and monthly water charges for service as authorized by present or future tariffs as approved by the correct public authorities. Each property, upon being connected by a single water meter, shall be charged one base monthly rate.

ARTICLE VIII

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 may be amended following the first twenty five (25) year period by an instrument approved by no less than two thirds (66.67%) of the property owners. No amendment shall be effective until properly recorded.

FURTHER RESOLVED THAT SAID AMENDMENT WAS ADOPTED AT THE BOARD MEETING OF THE LAKELAND VILLAGE BOARD OF TRUSTEES ON APRIL 26, 2000.

IN WITNESS WHEREOF THE undersigned have affixed their signatures,

Original signed by Kenneth C. Griffith

Original signed by Barbara McLaughlin

PRESIDENT

SECRETARY/TREASURER

STATE OF WASHINGTON)

)

COUNTY OF MASON)

)

On this 25th day of October 2000, before me, the undersigned a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared KENNETH C. GRIFFITH and BARBARA MCLAUGHLIN, to me known to be the President and the Secretary/Treasurer respectfully of LakeLand Village Community Club, Inc. the corporation that executed the foregoing voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and 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 Lori A. Severson

LORI SEVERSON

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