

--- Unofficial Duplicate ---

**PROTECTIVE COVENANTS OF
LAKELAND VILLAGE NO. 9**

Covenants of Division 9 impose the original Division 8 covenants as a baseline. Included here is:

Original Division 9 covenants signed by Donald A. Anderson, Anderson & Sons, Inc. President and Robert A. Anderson, Anderson & Sons, Inc. Secretary and filed with the Mason County Auditor under File Number 375636 (?) on _____, and;

Original Division 8 covenants, less introductory and property definition, modified to reflect Division 9, and modified in accordance with Amendment signed by Gordon L. Carpenter, LLVCC President, on December 15, 1995 and filed on December 18, 1995 with the Mason County Auditor under File Number 618993.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF LAKELAND VILLAGE NO. 9

THIS DECLARATION, made this 2nd day of January 1980, by ANDERSON & SONS, INC., a Washington corporation, hereinafter referred to as "declarant."

WITNESSTH:

WHEREAS, declarant has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions of the plat of Lakeland Village No. 8 which is recorded in Reel 239, Frame 906-921, records of the Auditor of Mason County, Washington, under Fee No. 375458; and

WHEREAS, Article II §2 thereof permits annexation of additional properties within the area described in Exhibit A attached thereto; and

WHEREAS, declarant is the owner of certain additional real property within the aforesaid area, the development of which is in accordance with the plat of Lakeland Village No. 9 approved by Mason County authorities and recorded in Volume 10 of Plats, pages 34 through 35, records of Mason County, Washington; and

WHEREAS, declarant desires to subject said additional real property to said Declaration of Covenants, Conditions and Restrictions of the plat of Lakeland Village No. 8 which has already been recorded as hereinabove set forth, and to certain other special covenants as hereinafter provided;

NOW, THEREFORE, declarant hereby declares that certain real property located in Mason County, Washington and more particularly described as the plat of Lakeland Village No. 9, as recorded in Volume 10 of Plats, pages 34 through 35, records of Mason County, Washington, shall be held, sold and conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions of the plat of Lakeland Village No. 8, as recorded in Reel 239 Frames 906 through 921 under Auditor's File No. 375458, records of Mason County, Washington, and the provisions of said declaration are hereby incorporated herein by reference as though set forth in full; EXCEPT substituting Lakeland Village No. 9 for the words Lakeland Village No. 8 Wherever it appears.

IN WITNESS WHEREOF, the undersigned, being the declarant herein has hereinto set its hand and seal
this 2nd day of January_, 1980

ANDERSON & SONS, INC.

By: Original signed by Donald V. Anderson

President

Attest:

Original signed by Robert A. Anderson

Secretary

STATE OF WASHINGTON)

) ss.

COUNTY OF MASON)

On this 2nd day of January, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD V. 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, and for the uses and purposes therein mentioned, and on oath stated that they are 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 Paul C. Bayley(?)

NOTARY PUBLIC in and for the State
of Washington, residing at Shelton

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF
LAKELAND VILLAGE NO. 9

NOW THEREFORE, Declarant hereby DECLARES that all of the properties described above and within the plat of Lake-Land Village No. 9 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 real property, and said properties are 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 described properties 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. The word "Club" shall mean and refer to 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 owned or to be owned by the Club for the common use and enjoyment of the members of the Club.

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 by 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 properties within the area 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 not 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 January 27, 1972, 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", 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 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 as 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 qualification 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, 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 said Property, and the rights of such mortgagee in said Property 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 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 Assessments. The Declarant, for each lot owned within 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:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided.

The annual 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. Basis of Annual Assessments. Until April 1 1980, the maximum annual assessment shall be Sixty Dollars (\$60.00) per lot.

a. From and after April 1, 1995, the amount of the annual assessment may be increased in accordance with the procedure contained in the by-laws of the LakeLand Village Community Club..

b. The maximum annual assessment may be increased above that established in accordance with the procedures contained in the by-laws of the LakeLand Village Community Club by a vote of the members, provided that such additional increase 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 and a proxy shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

c. After consideration of required maintenance costs and other needs of the Community Club, the Board of Trustees will fix the annual assessment at an amount not in accordance with the guidelines contained herein and by the by-laws of the LakeLand Village Community Club.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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 improvement upon the Common Area including the necessary fixtures and 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 annual and special assessments must be fixed at a uniform rate for all lots and may be collected on 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; Due Dates; Certificate. The annual 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 first annual 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 annual assessment against each lot at least thirty (30) days in advance of each

annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date for each installment of the annual assessment shall be established by the Board of Trustees. The due date of any special 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 the issuance of a certificate. Unless the certificate is deposited in the mail, postage prepaid 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, 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 property, 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; and
- (e) Tracts B and C reserved by the Developer.

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 or structure upon any lot.
- b. The Architectural Control Committee shall consist of as many persons as the Board of Trustees of the Club 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 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 Architectural Control Committee.

a. No building or other structure shall be constructed or altered upon any lot until there has been filed with and approved by the Architectural Control Committee plans and specifications for the same. There shall be included with each proposal, in the form satisfactory to the Architectural Control Committee, one set of plans and specifications showing (1) the size and dimension of the improvement; (2) the exterior design; (3) the exterior color scheme; (4) the exact location of the improvement 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.

b. Approval of said plans and specifications may be withheld if the proposed improvement is at variance with these covenants. Approval may also be withheld if, in the opinion of the Architectural Control Committee, the proposed improvement will be detrimental to the community because of grading and drainage plan, 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, or other features not aesthetically adapted to the area and nearby developed properties.

c. Changes in exterior, including color schemes of all structures shall be submitted to the Architectural Control Committee for approval.

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 within thirty (30) days after plans and specifications have been submitted to it, approval will 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. 9, with the exception of roads and those areas marked on the plat as common areas and plots specifically reserved by Developer for other than residential purposes, to-wit, Tracts B and C.

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 (1,000) square feet. A building site shall consist of not 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 seven thousand (7,000) square feet in area. Structures shall have tile or split shake roofs, or roofs of other material specifically approved by the Architectural Control Committee and officially adopted by a resolution of the Board of Trustees. The exterior of all buildings must be wood covered with earth tone stain or paint, or other siding material specifically approved by the Architectural Control Committee and adopted by a resolution of the Board of Trustees. Exterior colors shall be consistent with the surrounding community and approved by the Architectural Control Committee.

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 part of said Property. Dogs and cats, or other household pets, may be kept on the Property provided they are not kept, bred or maintained for commercial use or purpose. 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.

d. No building or structure shall be moved onto any lot from any other place. 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. No trailer of any sort, truck, camper, mobile home or boat shall be kept or permitted to be kept on any lot, unless housed within an enclosed garage or screened from view from streets, common areas, or other lots in a manner approved by the Architectural Control Committee, provided, travel trailers may be temporarily placed upon lots for limited vacationing or holidays subject to regulations of 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 (1) year of commencement of construction.

f. The lots in the subdivision shall be maintained in their natural setting of native vegetation. No more trees or natural growth shall be removed than reasonably necessary for the construction of the residence and permitted structures and for the use and enjoyment thereof, and in no event shall more than 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 shall be deposited on or left on the lot unless placed in an attractive sanitary container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in the said subdivision until the owner is ready to commence construction and then such material shall be placed within the property line of the building site upon which the structure is to be erected and shall not be placed in the street. All refuse, garbage or rubbish shall be regularly removed from each lot to an authorized location. The Club may, after notice provided in its Bylaws, remove and abate any items allowed to remain on any lot in violation of this covenant, at the owner's expense. All such costs shall constitute a lien which may be collected with costs and fees for collection as are assessment liens.

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 District. No noxious or undesirable thing or noxious or undesirable use of the property shall be permitted or maintained upon any lot.

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 plat recording.

j. No signs of any kind for any uses, except public notice by a political division of the state or as required by law, shall be erected, posted, painted, or displayed on any building site or portion of this subdivision whatsoever, provided, however, that any builder may erect and display signs during the period he is building and selling property in said 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, advertising the property for rent or sale. Notwithstanding the foregoing, no "For Sale" or "For Rent" sign shall be displayed to the public view by owners other than Developer so 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, net or other barrier shall be constructed over 6 feet in height above the natural grade. No net or metal fence shall be permitted on any lot nor shall

any fence or other barrier (except hedges) be permitted on any lot unless constructed of wood and painted or stained with earth or wood-toned colors approved as provided in (a) hereof.

i. No fuel tank, air conditioning units or other authorized equipment shall be maintained above ground on any lot unless screened from view in a manner satisfactory to the Architectural Control Committee.

m. 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.

n. 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.

o. 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.

p. No swimming pool 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.

r. In the event any lot owner desires to sell his lot, the Developer 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 Developer or a lot owner within thirty (30) days, the owner shall be free to sell.

Section 2. Common Area Covenants. The Common Area within LakeLand Village No. 9 shall be maintained by the Club for the common use and enjoyment of its members, subject to reasonable regulation by the Club. The Common Area 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 shall 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 the premises of any lot unreasonably interfere 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 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.

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. 9 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 Anderson & Sons, Inc. and its successors and assigns from any conveyance of any portion of the real property herein described all oil, gas and other minerals in or under said real property. Purchaser agrees that no conveyance of any portion of said real property shall be effective to convey oil, gas or other mineral rights unless the oil, gas or 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. Failure by the Club, any owner or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a 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 wise affect 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 land and shall inure to the benefit of and be enforceable by the Club, or the owner of any property 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 signed 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%) of the lots in the last area annexed to the Property as provided in ARTICLE II Section 2, no amendment shall be effective without Developer's written consent. Thereafter the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be effective until recorded.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 10th day of December, 1979.

WILLIAM H. WAITE d/b/a

PUGET SOUND CONSTRUCTION ANDERSON & SONS, INC.

By Original signed by William Waite

By Original signed by Virgil C. Anderson

President

By _____

By Original signed by Robert A. Anderson

Secretary

STATE OF WASHINGTON)

) ss.

COUNTY OF Mason)

On this 10th day of December, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William H. Waite, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Signed by Phil C. Bailey (?)

NOTARY PUBLIC in and for the
State of Washington, residing
at Shelton

STATE OF WASHINGTON)

) ss.

COUNTY OF Mason)

On this 10th day of December, 1979, 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 C. 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 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 are 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 the certificate above written.

Signed by Phil C. Bailey (?)

NOTARY PUBLIC in and for the
State of Washington, residing
at Shelton

EXHIBIT "A" TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE PLAT OF LAKELAND VILLAGE NO. 9

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.