

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF LAKE PLACE and
THE LARGE LOT SUBDIVISION

This DECLARATION, made on the date hereinafter set forth by RUBY H. EDWARDS as her separate estate, an undivided quarter interest and MICHAEL DWAIN EDWARDS, GARY PATRICK EDWARDS and NEO NITA BROWN, the co-trustees named in THE EDWARDS FAMILY MASTER TRUST AGREEMENT dated July 12, 1991 and as amended as to the undivided 3/4 interest, hereinafter referred to as "DECLARANTS".

WITNESS:

WHEREAS, The Declarants are the Owners of 100% of the real property described herein and desire to create thereon a residential community, said property being described as:

"LARGE LOT SUBDIVISION" no. 0578, a portion of Section 20, Township 16 North, Range 2 East, recorded in Volume 4, pages 334, 335 and 336 of Plats of Thurston County, Lots 1 through 18 AND the Subdivision of aforesaid Lot 1 into "LAKE PLACE" Subdivision, Lots 1-24 as recorded in Volume 25, pages 112, 113 and 114.

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in said community; and, to this end, desire to subject the real property described herein to the Covenants, Restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, by previous and prior agreements the subject property is part of the "LAKE LAWRENCE COMMUNITY CLUB", a non-profit corporation, and thereby subject to its By-laws, rules, regulations and assessments;

NOW, THEREFORE, Declarants hereby declare that all of the properties within the plat of "LAKE PLACE" and "LARGE LOT SUBDIVISION" shall be held, sold and conveyed subject to and shall be brought within the jurisdiction of the LAKE LAWRENCE COMMUNITY CLUB, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and

conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to LAKE LAWRENCE COMMUNITY CLUB, its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

SECTION 3. "Lot" shall mean and refer to any of the lots described in the hereinbefore described "LARGE LOT SUBDIVISION" and the "LAKE PLACE" plat.

SECTION 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 5. "Owner" shall mean and refer to the recorded owner or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, but excluding contract sellers, and those having such interest merely as security for the performance of an obligation.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Members Easements of Enjoyment. Every member shall have a right and easement over the private roadways and such easement shall be appurtenant to and shall pass with the title to every assessed Lot.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges and 2) other special assessments established and collected from time to time. The annual and special assessments,

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together with such interest thereon and cost of collection thereof, as hereinafter provided, 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 attorney's 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.

SECTION 2. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. Such assessments plus interest and together with the reasonable costs of collecting them, including reasonable attorney's fees and court costs, shall be a personal obligation of the owner which may be enforced by court action. They shall also constitute a lien upon the owner's interests in said land. This lien shall be enforceable by foreclosure proceedings in the manner provided by the law for foreclosures of real property mortgages.

SECTION 3. Subordination of the Lien to Mortgages and/or Deed of Trusts. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments which came due after the recordation of the mortgage being foreclosed. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

SECTION 1. General. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing

as to harmony of external design, color and location in relation to surrounding structures and topography, by the Architectural Control Committee, and by M.D. EDWARDS who is the representative for the developers. The developers may appoint someone to act for M.D. EDWARDS with the same authority.

SECTION 2. Covenants Respecting Use.

A. Land Use and Building Type. All lots except Lot 8 of "LAKE PLACE" plat and Lot 15 of the "LARGE LOT SUBDIVISION" shall be used for residential purposes only. Said lots 8 and 15 are now zoned for residential but have the option in the future to apply for rezoning to commercial at which time these lots shall no longer be subject to these covenants and shall no longer be a member of the LAKE LAWRENCE COMMUNITY CLUB, otherwise all lots within the subdivisions shall be used for residential purposes with one detached single-family dwelling EXCEPT lots 2, 3, 4, 5 and 9 of the LARGE LOT SUBDIVISION and Lots 3 and 4 of "LAKE PLACE" subdivision, which may have up to two single family dwelling units each attached or detached, in single or multiple ownership. In the event the aforementioned lots have more than one residential unit AND multiple family or entity ownership or use then each living unit shall be deemed to covenant and agree to be subject to the jurisdiction of the LAKE LAWRENCE COMMUNITY CLUB as a member and agree to pay annual assessments or special assessments established and collected from time to time. In such event, the hereinbefore described lots would be subject to and entitled to two(2) memberships each in the COMMUNITY CLUB.

B. Building Size, Value and Materials.

As a guideline to purchasers of Lots, the minimum square footage of living area for single family homes will be 1500 square feet on the ground floor exclusive of porches or decks. Two story homes shall have a minimum of 800 square feet on the ground floor exclusive of decks and porches and 1600 square feet in total. Where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the

property and orderly development of such lots shall be effected within the purview of these covenants as far as possible and the Architectural Control Committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the general plans of development.

All homes and buildings shall have "Architectural series asphalt shingles", cedar shingles, cedar shakes or tile and/or concrete tile roofs. The siding shall be brick, stone, cedar or "L.P." siding. The Architectural Committee may allow alternative roofing and siding materials which it considers equal to the above.

c. Building Location. Set-back requirements for construction shall comply with county regulations. The Architectural Control Committee shall have the right to adjust other lots if reasonable cause can be shown.

D. Easements. An easement is hereby reserved for and granted to Puget Sound Power and Light Company, Yelm Telephone Company, Washington Natural Gas Company, and any Cable Television Company and their respective successors and assigns under and upon the areas so delineated in the recorded plat or along the private roadway easements designated on the plat or along 5 foot wide areas bordering each lot line of the subject property in which to install, lay, construct, renew, operate and maintain underground pipe, conduit, cables and wires with necessary facilities and other equipment for the purposes of serving this subdivision and other property with electric, telephone, gas, water and utility service together with the right to enter upon the lots at all times for the purposes herein stated. These easements entered upon for these purposes shall be restored as near as possible to their original condition. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any lot unless the same shall be underground or in conduit attached

to a building. There are certain drainage courses other than those located within the public ways shown on the plat and each parcel owner shall maintain said courses free from obstructions as it passes through their respective lot, thereby maintaining drainage for the plat and other property adjacent thereto.

E. Noxious and Offensive Activity. No noxious or undesirable thing or use, whatsoever, shall be permitted or maintained upon said Lots in said Plat. If the Architectural Control Committee shall determine what use is undesirable or noxious, such determination shall be conclusive.

F. Temporary Structure. No structure of a temporary character, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

G. Completion of Structure. All buildings commenced on any lot shall be completed as to exterior appearance, including painting and landscaping, not later than eight (8) months after commencing construction.

H. Mobile Homes. No mobile homes or manufactured homes will be permitted in the subdivision. A manufactured home is defined as a home for which the principal structural parts, including the floors, walls and roof, are constructed off the premises.

I. Boats, Campers and Travel Trailers. Boats, campers and travel trailers may be stored on the lot in conjunction with a permanent home, but must be properly screened as to be complimentary to the subdivision. They shall not be lived in as a second residence nor shall any of them be parked on any of the streets within the subdivision for a period longer than 24 hours.

J. Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any

property in said subdivision until the owner is ready to commence construction, and then such material shall be placed within the property lines of the building site upon which structures are to be erected and shall not be placed in the street.

K. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Health authorities.

L. Livestock. Should domestic farm animals be located and domiciled on said property for temporary or otherwise longer periods, a four-strand, barbed wire fence or its equivalent shall be constructed and maintained so as to not cause animals to enter upon surrounding lands. No greater use than one horse or one head of cattle per each acre of land shall be permitted. No goats, mules, donkeys or pigs shall be maintained at any time upon the land.

M. Hunting and Firearms Use. The discharge of firearms within the area of the plat for the "LARGE LOT SUBDIVISION" or "LAKE PLACE" plat shall be prohibited.

N. Land Use. It is the intent of the purchaser and the sellers of the land to keep the land purchased in a preserved state as near as possible to add to the overall natural beauty of the property and areas surrounding the subject purchased property. As such, no subsequent parceling or divisions of the purchased land shall occur.

O. Outdoor Lighting. Property or building lighting consisting of mercury vapor, metal halide, low or high pressure sodium, fluorescent or any other high intensity type shall be permitted only if they are shielded to prevent direct view of the source at an angle of 45° or less from horizontal. Fixtures shall not be mounted horizontally or mounted at such a height or location to allow any light spill at such angle on another property. This restriction shall not apply to common insect lighting.

P. Lot Clearing. Lot clearing shall be subject to ARCHITECTURAL COMMITTEE APPROVAL and shall be generally limited to 1/3 (one-third) of the total trees and vegetation per year.

ARTICLE V

GENERAL PROVISION

SECTION 1. Enforcement of Covenants. LAKE LAWRENCE COMMUNITY CLUB, its duly appointed representative, or any person owning land in Developments may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefor. The LAKE LAWRENCE COMMUNITY CLUB or any person bringing such an action shall be entitled to recover from the violator any reasonable attorneys' fees, court costs and other costs reasonably incurred, which costs shall constitute a lien upon the violator's land in the development or interest therein.

SECTION 2. 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 Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 8th day of July, 1992.

Michael Dwain Edwards
Declarant: Michael Dwain Edwards, co-trustee

Ruby H. Edwards
Declarant: Ruby H. Edwards

Gary Patrick Edwards
Declarant: Gary Patrick Edwards, co-trustee

Neo Nita Brown
Neo Nita Brown, co-trustee

STATE OF WASHINGTON)
COUNTY OF THURSTON)

On this day personally appeared before me RUBY H. EDWARDS, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of July, 1992.



Sharon L. Scholl
NOTARY PUBLIC in and for the State of Washington, residing at Thurston County
My commission expires 2/1/94

STATE OF WASHINGTON)
COUNTY OF THURSTON)

On this 8th day of July, 1992, the undersigned, a Notary public, personally appeared MICHAEL DWAIN EDWARDS, GARY PATRICK EDWARDS and NEO NITA BROWN, the co-trustees named in THE EDWARDS FAMILY MASTER TRUST AGREEMENT dated July 17, 1992, and as amended, to me known to be the CO-TRUSTEES of said TRUST and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sharon L. Scholl
NOTARY PUBLIC in and for the State of Washington, residing at Thurston County
My commission expires 2/1/94