

THURSTON COUNTY
OLYMPIA WA 87/29/92
05:32 AM REQUEST OF:
EDWARDS; Sam S. Reed,
AUDITOR BY: ALAN:
DEPUTY \$15.06 DECCOV

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 an undivided quarter RUBY H. EDWARDS as her separate estate, 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:

to

a

WHEREAS, The Declarants are the Owners of 100% of the real
create thereon
property described herein and desire 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

easements, charges and liens,

Covenants, Restrictions, hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof; and

non-

WHEREAS, by previous and prior agreements the subject property is part of
the "LAKE LAWRENCE COMMUNITY CLUB", a 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.

SECTION 1.

ARTICLE I

DEFINITIONS

"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,

2

Vol: 1972 Page: 924 File No: 9267290019

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, together each such assessment is made. 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 such assessments plus the rate of 12 percent (12%) per annum 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 This lien shall be enforceable by interests in said land. foreclosure proceedings in the manner provided by the law for foreclosures of real property mortgages.

of

Mortgages the Lien to

and/or

SECTION 3. Subordination Deed of Trusts. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. transfer of any Lot shall not affect the assessment lien.

Sale or

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 No sale or transfer shall of the mortgage being foreclosed. relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

SECTION 1.

ARCHITECTURAL CONTROL

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

3

Vol: 1972 Page: 925 File No:
9287296819

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 for M.D. EDWARDS with the same authority.

SECTION 2. Covenants Respecting Use.

to act

A. Land Use and Building Type. All lots except Lot 8 of "LAKE PLACE" plat and Lot 15 of the "LARGE LOT SUBDIVISION" Said lots 8 shall be used for residential, purposes only.

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

Lots 3 and 4 of "LAKE PLACE"

subdivision,

and

which may

have up to two single family dwelling units each attached or detached, in single or In the event the aforementioned lots multiple ownership.

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 a member and agree to the LAKE LAWRENCE COMMUNITY CLUB as

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 Where the restrictions and 1600 square feet in total.

covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the

4

Vol: 1972 Page: 926 File No:
9287298019

as

far as

property and orderly development of such lots shall be effected within the purview of these covenants 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 The siding shall be brick, and/or concrete tile roofs.

The Architectural Committee

stone, cedar or "L.P." siding.

may allow alternative roofing and siding materials which it considers equal to the above.

the

areas

for

Set-back requirements C. Building Location. 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 and any Telephone Company, Washington Natural Gas Company, Cable Television Company and their respective successors and so delineated in the assigns under and upon 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

5

Vol: 1972 Page: 927 File No: 9207290019

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

as it passes through their respective lot, thereby maintaining drainage for the plat and other property adjacent thereto.

E. Noxious and Offensive Activity.

undesirable thing or

maintained upon

No noxious use, whatsoever, shall be permitted or

Plat. If the said Lots in said

or

Architectural Control Committee shall determine what use is undesirable or noxious, **such determination** shall be

conclusive.

Temporary Structure.

F.

character, basement, outbuilding
shall be used

No **structure of a**

shack,

garage,

temporary

barn **or other**

a

on **any** lot at any time as

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 A manufactured home will **be permitted in** the subdivision.
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

the owner is ready to

commence construction, and then such material shall be placed within the **property** lines **of** the **building** site **upon** to be erected and shall not be placed property **in said** subdivision until

which structures are

in the street.

K.

Sewage Disposal.

No individual sewage disposal system

such system is

in accordance with the

shall be permitted on any lot unless designed, located and constructed 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, four-strand, barbed wire fence or

T

a

shall be constructed and maintained

its equivalent

as so

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.

in a

N. **Land Use.** It is the intent of the purchaser and the sellers of the land to keep the land purchased 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. **Outdoor Lighting.** Property or building lighting consisting of mercury vapor, metal halide, low or high pressure sodium, fluorescent 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. shall not apply to common insect lighting.

This restriction

P. Lot Clearing.

ARCHITECTURAL

Lot clearing shall be subject to
and shall be generally

COMMITTEE

APPROVAL

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 persons violating or attempting to
violate any of any person **or**
to either enjoin **or** otherwise prevent these
protective covenants **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 alien upon the violator's land in the development or **interest** therein.

SECTION 2.

this

Amendment.

The covenants **and** restrictions of Declaration **shall** run with and bind the land, **and**
shall inure **to** the benefit **of** and be enforceable by the Association, or **this Declaration,**
their the Owner of any Lot subject to 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
of July, 1992.

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

Sad Redweads
Declarant: Ruby H. Edwards

Tary Patrick Edward Ms Meta Passanon
Declarat: Gary Patrick
Edwards, **co**-trustee

STATE OF WASHINGTON)

COUNTY OF THURSTON

)

Neo Nita Brown, co-trustee

day

On this day personally appeared before me RUBY H. EDWARDS, described in and who
executed to me known to be the individual
he the within and foregoing instrument **and** acknowledged that 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 87

day of

July, 1992.

Shawn L Dehold

of

NOTARY PUBLIC in and for the State Washington, residing
at Thuat Cour My commission expires 394 3/1/94

STATE OF WASHINGTON)

)

COUNTY OF THURSTON)

On this 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.

1.

Shawn L. Scholl

Thurston County

NOTARY PUBLIC in and for the State of Washington, residing at Thulin My commission expires 24