

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  
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

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,

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**

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

**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

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.

1. 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

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, barbwire fence or

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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 parcelling 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 any other  
high intensity type shall be permitted only if they are shielded to prevent  
direct view of the source at an angle of 450 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 a lien 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  
s  
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 Debold  
of  
NOTARY PUBLIC in and for the State Washington, residing  
at Thuate Cour My commission expires 394 3/194

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**