

# **EDWARDS' LAKE LAWRENCE PROTECTIVE COVENANTS**

## **Division 1**

### **DESCRIPTION**

A parcel of land situated in Sections 20 and 29, Township 16 North, Range 2 East, W.M., Thurston County, Washington, more particularly described as Edwards' Lake Lawrence, Division No. 1, as recorded in Volume 14, at page 34 of Plats, records of Thurston County, Washington, as more specifically delineated on that certain map of such area, marked Exhibit "A", attached hereto and by this reference made a part of these Protective Covenants, and all thereof being known and designated as Edwards' Lake Lawrence, Division No. 1.

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### **DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That we, **LEE N. EDWARDS, RUBY H. EDWARDS and JENNIE L. EDWARDS**, owners in fee simple of the lands herein above described, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to provide for a control of structures to be erected thereon and improvements to be made, do hereby covenant and agree with each other, and for our respective heirs, administrators, executors and assigns, to keep all of the covenants hereinafter set forth, and which are hereby made applicable to the above described real property, and to the balance of the real property contained in Edwards' Lake Lawrence to be platted in the future, and binding upon the owners thereof to the extent provided in such covenants, and subject to which covenants all of such property shall be owned, held, used, occupied and developed.

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### **RESIDENTIAL AREA COVENANTS**

Residential Area Covenants shall apply to all lots within the boundaries of Edwards' Lake Lawrence Division No. 1, and the balance of Edwards' Lake Lawrence to be later platted, with the exception of those areas marked on the plat map or maps as Common

Areas, and with the exception of Lot 132 of Division No. 1.

**1.**

All lots and improvements thereon shall be used for residential purposes only. No tenancy shall relieve the landlord from the full responsibility for performance of these covenants and the payment of the monthly dues or other payments hereinafter mentioned. As to the portion not yet platted, certain areas may be set aside for commercial operations, adapted to residential areas, and multiple family dwellings so as not to interfere with the general harmony of the area.

**2.**

All new one-family residences erected on any of the lots numbered 1 through 8 shall have at least 1,000 square feet of living area on one floor, exclusive of garage, and shall be of standard construction. No more than one family residence may be built on any such lots, with the exception of Lot 1, on which two such dwellings may be built with the consent of the Control Committee hereinafter named.

In no event shall any dwelling or building of any kind be erected on the 25- and 35-foot strips extending from the main body of the lot to the Pleasant Beach Road as to Lots 2, 4 and 6, or from the main body of the lot to the water line as to Lots 3 and 5.

On all new construction or major remodeling, plans and exterior decoration shall be in harmony with the general area, and all such plans must be approved by the Control Committee prior to commencement of construction.

**3.**

No temporary dwellings of any kind, whether trailer, basement, shack, garage, barn or other outbuilding, shall be used on any lot as a residence, except during the period of construction; provided, however, that as to all lots not having direct access to the water, trailers of a permanent nature, over twenty-four (24) feet in length, shall be permitted.

All residences and trailers used as residences must have sewage systems approved by the Thurston-Mason County Health District. With the exception above noted, the construction period during which time temporary dwellings may be occupied shall be not greater than six (6) months, to the extent of completion and painting of exterior walls and roof. Unsightly piles of debris, stumps and brush shall be cleared within one (1) year.

**4.**

No fences, hedges or trees shall be planted or constructed on any lots so as to obstruct the view of any owner toward the lake, and all residences shall be so located with the approval of the Control Committee as to interfere as little as possible with such view.

**5.**

Easements for installation and maintenance of utilities and drainage facilities where necessary are reserved across each lot, and to the extent that such is necessary, the right is reserved to each owner to temporarily enter upon the property of a neighbor to repair or replace any such utilities.

**6.**

Water is supplied to each of the lots by the Edwards' Water Company, or its successors, at its regular rates, and no well or private water system shall be maintained on any of the lots within the platted area, except the well situated on Lot 132.

**7.**

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, except that a community riding stable or similar community activity shall not be prohibited.

**8.**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

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-Mason County Health District. Approval of such system as installed shall be obtained from such authority.

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## **COMMON AREA COVENANTS**

### **1.**

The area within Edwards' Lake Lawrence which has been designated as Tract A, and all similar areas designated as common on future plattings within Edwards' Lake Lawrence, shall be held in common by all of the owners of all of the tracts, and shall be used exclusively for the common use and enjoyment of all of the inhabitants of Edwards' Lake Lawrence, Division No. 1, and their guests and the inhabitants and guests of lots within future plattings of Edwards' Lake Lawrence.

Any improvements made thereon shall be made by the Control Committee, or by a nonprofit corporation which may be organized by the owners of the lots within the plat, and said committee or nonprofit corporation shall regulate, administer and control the Common Area.

### **2.**

The Common Area shall be maintained free of any restrictions as to traffic, and no structure shall be built on any portion of the Common Area other than on the picnic area, where such structures as are adapted to beach and outdoor recreation are to be permitted, and except any swimming float or dock as the committee may deem advisable. Boat launchings shall be permitted from the Common Area, but no overnight moorage shall be permitted.

### **3.**

No commercial enterprises shall be conducted on any portion of the Common Area.

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## **MAINTENANCE**

### **1. Maintenance Payments.**

The owner of each tract shall pay to the Control Committee, or to the nonprofit corporation which may be formed to succeed the Control Committee, to defray the costs of maintenance of all grounds and the beach, and such other facilities as may be maintained for the common use of all, and to pay property taxes assessed against the

Common Area, and to pay the costs of any water furnished to the Common Area, such sums as in the aggregate shall pay the full costs and expenses for such purposes.

All such charges shall be equally divided among the owners of lots within the addition on a unit basis. Any unpaid charges shall become a charge against the property and shall constitute a debt to the Control Committee or to the nonprofit corporation, and no such lot shall be transferred until all such charges or any other assessments which may thereafter be levied by the Control Committee or by the corporation have been paid, except that any such charges shall be junior to any mortgage on the property of the owner of any such tract.

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## **GENERAL PROVISIONS**

### **1. Control Committee.**

The dedicators have organized a Control Committee consisting at this time of three members, being the three dedicators, the membership of which shall be increased from time to time, not to exceed seven members, as the owners of the lots within the tract may determine.

The first committee shall serve until the 1st Saturday in July, 1963, at which time a Control Committee shall be elected by the owners of tracts within Edwards' Lake Lawrence, Division No. 1. The committee shall select from its own membership a chairman and secretary-treasurer.

In the election of such Control Committee, the contract purchase of a tract within the area shall entitle the contract purchaser to one vote per tract, so long as his contract is in good standing.

The purpose of the Control Committee is to manage the Common Area so as to promote its safety, cleanliness and good order, and provide the owners of the tracts within Division No. 1 with a place for their enjoyment and relaxation.

The Control Committee shall collect from the owner of each tract the payments hereinbefore set forth, and out of the payments shall pay the costs of maintenance, upkeep, taxes and water supply. The Control Committee shall maintain a separate bank account for such funds, and shall account to its successor for all funds collected and

disbursed.

Upon dedication of further plats within Edwards' Lake Lawrence, the owner or purchaser of each tract therein shall participate in the election of the Control Committee which shall govern the common areas in Division No. 1 and future plats.

## **2.**

The dedicators may, prior to the sale of any lots, or the dedicators together with owners of any lots sold, may form a nonprofit corporation in the place and stead of the Control Committee to perform the same functions as the Control Committee shall perform.

Upon the formation of such nonprofit corporation the dedicators shall deed to such corporation the Common Areas hereinbefore referred to, together with the access rights from said Common Area to the water, and shall issue to each purchaser of a lot within Edwards' Lake Lawrence one membership certificate in said corporation for each lot purchased, which certificate shall run with the title of the land.

The said certificate shall entitle the purchaser to participate in the affairs of the corporation, for the management, control, safety, care, cleanliness and good order of their personal and community property.

A prospective purchaser or assignee of any such certificate, except in the case of a judicial sale of the property, shall be first approved for membership in the nonprofit corporation before he is entitled to purchase or to possession of real estate within Edwards' Lake Lawrence; in case of a judicial sale the grantors or the nonprofit corporation, or their assignees, reserve the right to redeem at any time prior to sale, and shall succeed to all rights of the original purchaser to redeem and resell the property.

## **3.**

These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them, and owning or having any interest in any of the above described land, for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots and tracts has been recorded agreeing to change or revoke said covenants in whole or in part.

Amendments to or revocation of these covenants at any other time shall require the

signatures of all of the owners of lots or tracts.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefor.

Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties have hereunto affixed their hands this 22nd day of \_\_\_\_\_, 1982.

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**Lee N. Edwards**