

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 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
easements, charges, liens, Covenants, and Restrictions, 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 "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, 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 a rate of 12% per annum. Such assessments, plus the interest and reasonable costs of collecting them, including reasonable attorney's fees and court costs, shall be a personal obligation of the owner and 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 law for foreclosures of real property mortgages.

Section 3. Subordination of the Lien to Mortgages and/or Deeds of Trust

The lien of the assessments shall be subordinate to the lien of any first mortgage. No sale or transfer of any Lot shall 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 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 the “LAKE PLACE” plat and Lot 15 of the “LARGE LOT SUBDIVISION,”** shall be used for residential purposes only.

Lots 8 and 15 are currently zoned for residential use but may, in the future, apply for rezoning to commercial use. Upon rezoning to commercial, such lots shall no longer be subject to these covenants and shall no longer be members of the LAKE LAWRENCE COMMUNITY CLUB.

All other 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 the “LAKE PLACE” subdivision, which may have up to **two single-family dwelling units**, attached or detached, whether 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 a Member subject to the jurisdiction of the LAKE LAWRENCE COMMUNITY CLUB and shall covenant and agree to pay annual assessments or special assessments established and collected from time to time. In such event, the hereinbefore described lots shall be subject to and entitled to **two (2) memberships** 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 shall be **1,500 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 porches or decks, and **1,600 square feet total**.

Where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restrictions, the orderly development of such lots shall be effected, as far as possible, within the purview of these covenants. The Architectural Control Committee is hereby empowered to allow variations which, in its judgment, permit the reasonable utilization of such lots most consistent with the general plan of development.

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

C. Building Location.

Setback requirements for construction shall comply with county regulations. The Architectural Control Committee shall have the right to adjust setback requirements for individual 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, any telephone company, Washington Natural Gas Company, cable television companies, and their respective successors and assigns, as delineated on the recorded plat or along private roadway easements designated on the plat, or along five (5) foot-wide areas bordering each lot line of the subject property.

Such easements are for the purpose of installing, laying, constructing, renewing, operating and maintaining underground pipes, conduits, cables and wires, together with necessary facilities and equipment, for electric, telephone, gas, water and other utility services. Said easement holders shall have the right to enter upon the lots at all times for such purposes. Areas disturbed shall be restored as near as possible to their original condition.

No lines or wires for the transmission of electric current, telephone, or cable television shall be placed upon any lot unless underground or enclosed in conduit attached to a building.

There are certain drainage courses other than those located within public ways shown on the plat. Each parcel owner shall maintain such drainage courses free from obstruction as they pass through their respective lots, thereby maintaining drainage for the plat and adjacent properties.

E. Noxious and Offensive Activity.

No noxious or offensive use shall be permitted or maintained upon any Lot. The determination by the Architectural Control Committee of what constitutes a noxious or offensive use shall be conclusive.

F. Temporary Structures.

No structure of a temporary character, including a shack, garage, basement, outbuilding, barn or other structure, shall be used 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 commencement of construction.

H. Mobile Homes.

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

I. Boats, Campers and Travel Trailers.

Boats, campers and travel trailers may be stored on a Lot in conjunction with a permanent residence, provided they are properly screened so as to be compatible with the subdivision. They shall not be used as a residence and shall not be parked on any street within the subdivision for more than **twenty-four (24) hours**.

J. Garbage and Refuse Disposal.

No garbage, refuse, rubbish or cuttings shall be deposited or left on any Lot unless placed in an attractive container suitably located and screened from public view. No building materials shall be placed or stored on any Lot until the Owner is ready to commence construction, and then only within the property lines of the building site. No materials shall be placed in the street.

K. Sewage Disposal.

No individual sewage disposal system shall be permitted on any Lot unless designed, located and constructed in accordance with the requirements, standards and recommendations of the Thurston County Health Authorities.

L. Livestock.

Domestic farm animals may be temporarily or permanently kept on the property only if enclosed by a four-strand barbed wire fence or its equivalent, constructed and maintained so as to prevent animals from entering surrounding lands.

No greater use than **one horse or one head of cattle per acre** shall be permitted. No goats, mules, donkeys or pigs shall be maintained at any time.

M. Hunting and Firearms Use.

The discharge of firearms within the area of the "LARGE LOT SUBDIVISION" or "LAKE PLACE" plat is prohibited.

N. Land Use Preservation.

It is the intent of the purchasers and sellers to preserve the land in its natural state as nearly as possible to enhance the natural beauty of the property and surrounding areas. No subsequent parcelling or division of the land shall occur.

O. Outdoor Lighting.

Property or building lighting consisting of mercury vapor, metal halide, low or high pressure sodium, fluorescent, or other high-intensity lighting shall be permitted only if shielded to prevent direct view of the light source at an angle of **45 degrees or less** from horizontal. Fixtures shall not be mounted horizontally or at such a height or location as to allow light spill onto adjoining properties. This restriction shall not apply to common insect lighting.

P. Lot Clearing.

Lot clearing shall be subject to **Architectural Control Committee approval** and shall generally be limited to **one-third (1/3)** of the total trees and vegetation per year.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement of Covenants.

LAKE LAWRENCE COMMUNITY CLUB, its duly appointed representative, or any person owning land in the Developments may prosecute a civil action against any person violating or attempting to violate any of these protective covenants, either to enjoin or otherwise prevent the violation or attempted violation, or to 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. Such 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, and their respective legal representatives, heirs, successors and assigns, for a term of **thirty (30) years** from the date this Declaration is recorded.

After the initial thirty (30) year term, 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.

(Originals Signed)

Declarant:

Michael Dwain Edwards, Co-Trustee

Declarant:

Ruby H. Edwards

Declarant:

Gary Patrick Edwards, Co-Trustee

Declarant:

Neo Nita Brown, Co-Trustee

On this 8th day of July, 1992, personally appeared before me **RUBY H. EDWARDS**, known to me 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.

Shawn L. DeHold (Original Signed)
NOTARY PUBLIC in and for the State of Washington
Residing at: Thurston County
My commission expires: **March 1, 1994**

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, as amended, known to me to be the Co-Trustees of said Trust, and who executed the within and foregoing instrument, and acknowledged 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.

Shawn L. Scholl (Original Signed)
NOTARY PUBLIC in and for the State of Washington
Residing at: Thurston County
My commission expires: 2/1/94