

Lakeview Estates HOA
N.E. 108 Windflower Way
Tahuya, WA 98588

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Filed for the record at the request of:

Bruce H. Robinson
President of Lakeview Estates
Homeowners Associations
2129 NE Ravenna Boulevard
Seattle, WA 98105

Grantor: Lakeview Estates Homeowners Association
Grantee: Public
Reference Nos.: 379972 & 468574

THIS AMENDMENT, is made on the _____ day of _____, 1997, by the LAKEVIEW ESTATES HOMEOWNERS ASSOCIATION, a Washington corporation (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, this Amendment amends the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 379972 and to the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 468574. This Amendment supersedes all previous versions and will stand alone as the sole Declaration of Covenants, Conditions, and Restrictions for the real property subject to the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 379972 and to the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 468574.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 379972 and the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 468574 state in relevant part as follows:

The covenants, conditions and restrictions in this Declaration shall run with the land, and shall endure to the benefit of the owner of any lot subject to this Declaration, including the declarant, their respective legal representatives, heirs successors and assigns, and such other individuals or entities named in these covenants, conditions and restrictions, for a term of 30 years from the date this Declaration is recorded with the Mason County Auditor, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument amending, altering or terminating the covenants, conditions, and restrictions in whole or in part, signed by not less than 75% of the owners of the lots in the subdivision, shall have been filed with the Mason County Auditor. In this paragraph, the word "Owner" shall mean any person, firm or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Mason County, Washington, to the exclusion of any lesser interest;

WHEREAS, the Declarant is the Homeowners Association established pursuant to Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 379972 and the Declaration of Covenants, Conditions and Restrictions recorded with the Mason County Auditor under file no. 468574;

WHEREAS, the members of Lakeview Estates Homeowners Association (hereinafter referred to as "HOA") are the owners of the lots within the Lakeview Estates which is legally described as follows:

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter and Government Lot 1, all in Section 31, Township 23 North, Range 2 West of the Willamette Meridian;

Situated in Mason County, Washington.

(hereinafter referred to as "Lakeview Estates")

WHEREAS, it is the desire and intention of Declarant to establish for residential living the Lakeview Estates and to impose upon it mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all lots, tracts or lands in Lakeview Estates, the future owners of those lands, and such persons, corporations or entities as may be designated herein;

WHEREAS, it is the desire and intention of Declarant to establish and maintain a general plan for the Lakeview Estates which will result in a residential area where property values, desirability and attractiveness will be enhanced and protected;

NOW, THEREFORE, the Declarant hereby certifies and declares that the conditions, covenants and restrictions herein set forth shall endure and be binding upon the respective owner of each lot, and further declares that all the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lakeview Estates and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Lakeview Estates or any part thereof.

1. Definitions.

1.1 Lots. A "lot" as used herein shall mean and refer to each parcel as shown on Survey No. 379150, Book 7 of Surveys at page 14, Mason County, Washington, hereinafter called "Survey of Lakeview Estates", or each parcel formed by subdivision or subsequent modification of a parcel in that Survey.

1.2 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Lakeview Estates, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2. Land Use. All of the lots shall be used for residential purposes only, and no commercial business of any type shall be conducted from any lot. With the exception that small home businesses are allowed, provided they do not have any adverse effect on the community or its resources.

3. Architectural Control. No fence, wall, improvement, structure or building of any kind shall be commenced, erected, placed, or altered, nor shall any exterior addition to or change or alteration therein be made on any lot or Common Area until the complete construction plans and specifications showing the matters hereinafter set forth and such additional information as may be requested have been approved in writing by the Architectural Committee. The Architectural Committee may require as a condition of approval such modifications or alterations to ensure an external design consistent with existing and previously approved structures, and consistent with all covenant restrictions. These required modifications or alterations may include, but not be limited to, external design such as color, location with respect to topography, vegetation and landscaping and structural features.

Copies of the set of such drawings and exterior specifications shall be submitted to the Architectural Committee. Such plans and specifications shall include specific descriptions and designations of the proposed project, including, but not limited to, the following:

- (a) Exterior color, kind of materials, and appearance;
- (b) Size and square footage;
- (c) Specific location on lot, including reference to lot line setbacks;
- (d) Location of driveway and parking areas on the lot;
- (e) Height and location of all fences;
- (f) Type, size and location of landscaping improvements.

3.1. Architectural Committee. The Board of Directors of the HOA shall cause to be formed, an Architectural Committee which shall create procedures to address the pre-approval, in writing, of all such items under architectural control. The Architectural Committee shall be governed by the Board and all rules and procedures must be approved by the Board and shall be placed in the bylaws or separate document.

(a) Enforcement. The HOA shall have the right, through its employees and agents, to enforce the covenants when the HOA has determined that a member has failed to maintain his lot or has violated any of the covenants contained herein under architectural control.

(b) Appeal. It shall be the right of any HOA member to appeal the decision of the Architectural Committee to the Board of Directors of the HOA by a procedure specified in the bylaws. The decision of the Board of Directors of the HOA shall be binding.

3.2. Building Type. No building shall be erected, altered, placed or permitted to remain upon any lot other than one primary residence not to exceed one residential unit, and one guest residence and not exceeding two stories in height, along with private garage or carport. All residences must exceed 800 square feet of interior living space. No mobile homes shall be placed on any lot. All buildings and residences must have screening of utility connections and subframing, aesthetically compatible with the structure and of the highest quality. Said screening must be completed within 90 days of occupancy. All buildings must be constructed mainly of wood or lumber, and have an exterior color, including roof, in keeping with and blending with the natural forest setting, so as to minimize the visibility of the structure for other HOA members, and minimally impact the general views seen from the lake and all lots.

4. Building Location. No building shall be located on a lot nearer than 25 feet from any lot line. The lot lines referred to in this Covenant shall be identified in accordance with the definitions thereof contained in the Mason County zoning code; provided that where a road easement set forth in the Survey of Lakeview Estates or any further subdivision of that survey crosses the edge of a lot, the lot lines for purposes of this section shall be the interior edge of the road easement. For the purposes of this Covenant, eaves, steps, decks, and open porches shall not be considered as part of a building. Setback regulations of Mason County, Washington, shall control in the event that they are more restrictive than those set forth in this Covenant. On all waterfront lots, no building shall be located on any lot nearer than 50 feet from the waterline. No dock shall be permitted to protrude into Lake Erdman (hereinafter referred to as "lake") more than 15 feet or exceed 10 feet in width, or exceed 150 square feet including the on land portion, except as may be erected by the HOA. No lot may have more than one dock as permitted herein. No floats shall be permitted upon the lake without prior written approval by the Architectural Committee. All dock construction, gazebos, greenhouses, or other outbuildings must be approved, in writing, in advance by the Architectural Committee. All construction of any kind must be of wood, with an exterior wood stain coloration.

5. Temporary Structure. No structure of a temporary character including but not limited to any trailer, mobile home, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. If a motor home or trailer is used as a vacation residence in the place of, or supplementary to, a

permanent residence by a lot owner, no such motor home or trailer shall be allowed to remain more than 30 consecutive days or 120 days during any calendar year, and the placement of such motor home or trailer is subject to the location requirements for buildings in paragraph 4 above. If temporary housing is necessary while work is being performed on the permanent residence, a trailer may be employed, but must be removed within nine months from commencement of construction, which is the time allowed for completion of the exterior of the residence as provided in Covenant No. 6.

6. Time for Completion. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finished painting, within nine months from the date of commencement of construction, which is defined as the date building materials are delivered to the site, or the date excavation begins, whichever occurs first.

7. Sign. No sign, billboard or advertisement of any kind shall be displayed to public view on any portion of any lot, except a sign not more than four square feet advertising the property for sale or rent may be displayed, except as designated and approved for locations and type by the Architectural Committee.

8. Animals and Livestock. No animals, livestock or poultry shall be raised, bred or kept on any lot. Household pets shall be permitted. No animals of any kind shall be permitted to cause a nuisance such as but not limited to loud excessive noise, offensive smell, increased parasites, personal or property damage or unwelcomed trespassing. Animals kept on any lot, must be confined to that lot, and not permitted to roam freely beyond owner's property line, (unless said animal is on a leash or causes no nuisance.) Any further regulation regarding animals shall be addressed in the bylaws.

9. Garbage and Refuse. No garbage, refuse, rubbish or cuttings shall be deposited on or left upon any lot unless placed in an attractive container suitably located and screened from public view. The owner of any lot shall maintain the lot, buildings or improvements situated thereon in a reasonable manner satisfactory to the Association. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction, and then such material shall be placed within the boundary line of the lot upon which its use is intended.

10. Storage and Excavation. No machinery, appliances or structures shall be placed, parked, operated or maintained on said property except as may be usual and customary in connection with the construction and maintenance of a private residence. All automobiles and other vehicles if parked or kept on any lot, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles, or vehicles which are in a state of disrepair, shall not be kept on any lot. No boats over 12 feet in length overall shall be stored on any lot, unless the same is completely enclosed in a building meeting the requirements of this Declaration. No excavation of stone, gravel or earth shall be made on any lot unless such excavation is necessary in connection with the erection of a permitted structure, or for improvement of the community park, or for landscape gardening.

11. Nuisances. Each lot owner shall keep his lot neat and orderly in appearance, and no lot owner shall conduct or permit any noxious or offensive activity to be conducted on his lot, nor shall anything be done thereon which will or may become an annoyance or nuisance to the surrounding lot owners. The use of motorcycles or other vehicles other than for ingress and egress shall not be permitted. Shooting of firearms on any lot is not permitted. No hunting or target practice is permitted under any circumstances upon any lot.

12. Environmental Protection. No hunting, trapping or disturbance of wildlife is permitted upon any lot. No collection of, or harvesting of native plants or trees is permitted upon any of the community areas, or easements. No trash burning, or open fires of any kind are permitted, except in areas designated by the HOA on days which are designated by public fire officials as safe burning days. No toxic substances such as, but not limited to soaps, shampoos, chemicals, garbage, refuse, nor any non-biodegradable materials are to be used in or dumped into the lake.

13. Division of Lots. No lot shall be divided for the purpose of sale or lease if any of the resulting parcels are smaller than two (2) acres in area, nor shall any waterfront lot have less than 75 feet frontage on the lake; provided that parcel 16 of the Survey of Lakeview Estates may contain one frontage lot of less length.

14. Removal of Native Material. No living, native evergreen plant material or trees shall be removed from the setback areas listed in Covenant No. 4 above, except for minimum clearing necessary for the installation of required driveways and utilities. Otherwise, no more than 30% of the living native, evergreen plant material or trees shall be removed from any

lot, except where necessary for the reasonable and necessary residential use of the lot.

15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. Utilities. All utility lines shall be placed underground, except along the county right of way for Tahuya-Blacksmith Road. All water, electrical, sewage disposal lines and systems except temporary service during construction (which is to be removed within nine months) within the boundaries of each lot shall be maintained in good order and repaired by the owner thereof, and any work respecting repair or maintenance of such lines shall be performed with diligence without undue disturbance to the occupants of other lots in the Lakeview Estates, except as may be reasonably necessary to accomplish such repair or maintenance work.

17. Easements. Easements are reserved as indicated on the Survey of Lakeview Estates, and as shown by instruments of public record, including but not limited to 30-foot easement for a portion of the roads and utilities, and a 40-foot easement for other roads and utilities, and a 30-foot utility and septic tank easement adjacent to the 30-foot road and utility easement, all as shown upon the Survey of Lakeview Estates, and an easement over a portion of lot 10 of the Survey of Lakeview Estates for a community park and lake access. Within the road and utility easements, no structure, planting or fill materials shall be placed or permitted to remain which may damage or interfere with the flow of water through drainage channels in the easement. Sewer lines, drainfields, and utilities can be placed within the road easement, as permitted by Mason County, except where such use would interfere with the use of the road for traffic. The roadways shall be developed by the HOA in accordance with the standards contained in Mason County ordinances for large lot surveys. The HOA shall be responsible for the development, maintenance and operation of the roads and the community park. The HOA is further responsible for operation, maintenance and preservation of the utilities and all areas set aside by the Declarant for community usage.

18. Homeowners Association. The Lakeview Estates Homeowners Association shall be a nonprofit corporation under the laws of the State of Washington. Among the objectives and purposes of the HOA shall be the furtherance and promotion of the community

welfare of the members, including the regulation, use, care, construction, operation, repair, maintenance and preservation of the roadways, water system, utilities and community park within Lakeview Estates, and the protection and benefit of its members and their property in the Lakeview Estates as the HOA shall determine and as provided by the Articles of the corporation, Bylaws, and any rules and regulations adopted pursuant thereto.

18.1 Membership. The members of the HOA shall be the owners of lots within Lakeview Estates. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Each member of the Homeowners Association shall be entitled to the use of the roads and Common Areas in accordance with the Bylaws and other rules and regulations of the corporation.

18.2 Voting. Each lot as defined in Section 1 above shall have one membership share, entitling the owners thereof to one vote.

18.3 Assessments. Each owner of any lot is deemed to covenant and agree to pay to the HOA: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

18.3.A The assessments levied by the HOA shall be used to provide for the recreation, health, safety and welfare of the residents in the property, for the maintenance of the roads and maintenance of the Common Area and for such other purposes as may be determined by the HOA. Until September 1, 1997, the maximum annual assessment shall be one hundred and fifty five Dollars (\$155.00) per lot. From and after September, 2 1997, the maximum annual assessment may not be increased by more than 5% above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the membership. The Board of Directors of the HOA shall fix the annual assessment at an amount not in excess of the maximum.

18.3.B Written notice of any meeting called for the purpose of increasing the annual assessment more than the maximum or for a special assessment shall be sent to all members not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

18.3.C Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, semiannual or annual basis as determined by the HOA.

18.3.D The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The HOA shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

18.3.E Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The HOA may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

18.3.F The assessments provided for herein shall be a lien upon the lot or lots on which they are assessed, and if said charges and assessments are not paid as provided in the Bylaws, such liens may be foreclosed in the manner provided for in the laws for the State of Washington. These liens shall be superior to any and all other liens and without respect to time of filing. At the sole discretion and option of the HOA, the HOA may choose to subordinate its lien.

19. Grantee's Acceptance. The grantee of any lot subject to these declarations by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and all of these declarations and the agreement herein contained, and by acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consents and agrees to and with the Declarant, and to and with

the grantees and subsequent owners of each of the lots within the Lakeview Estates to keep, observe, comply with and perform said declarations and agreements. Each grantee of a lot agrees to be bound by the Articles of Incorporation, Bylaws, and rules and regulations as adopted and amended from time to time by the HOA, and grantee shall continue to be a member thereof while retaining ownership of said lot.

20. Enforcement. If any owner, or their heirs and assigns, or any person or persons, firm, or corporation deriving title from or through them shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for the HOA or any person or persons, firm or corporation owning any interest in the real property situated within the bounds of the Survey of Lakeview Estates to prosecute and proceed at law or in equity against such person or persons, firm or corporation, violating or attempting to violate said covenants, restrictions, or any of them, and either to prevent them or him from so doing or to recover damages from such violation, notwithstanding the fact such errant lot owner may no longer hold title to a lot in the subdivision. The failure of an owner of real property situated in the general vicinity of an errant property owner to enforce any restriction contained herein set forth at the time of the violation shall not be deemed to be a waiver of the right to do so thereafter, or for subsequent or other violations. In any action to enforce any such covenants, restriction or condition, the prevailing party or parties in the action shall be awarded costs, including reasonable attorney's fees.

21. Firearms, Fireworks and Explosives. No firearms, fireworks or explosives shall be discharged within the boundaries of the Lakeview Estates.

22. Boats Permitted and Motors Prohibited. There shall be no boats permitted on the lake other than row boats, rafts, kayaks, and sail boats and other such water craft 12 feet or less in overall length or canoes 16 feet or less in overall length. No motors shall be permitted on any boat upon the lake within the Survey of Lakeview Estates, whether such motors be electrically powered, gasoline powered, or otherwise.

23. Driveway Culverts. Each lot owner shall install a culvert, if needed, at the entrance of said property in accordance with the applicable county standards at such time as the lot owner constructs the driveway to his lot.

24. Amendments to Declaration of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions in this Amendment shall run with the land, and shall inure to the

benefit of the owner of any lot subject to these Covenants, Conditions and Restrictions, including the Declarant, their respective legal representatives, heirs, successors and assigns, and such other individuals or entities named in these covenants, conditions and restrictions, for a term of thirty years from the date this Amendment is recorded with the Mason County Auditor, after which time such covenants conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument amending, altering, or terminating the covenants, conditions, and restrictions in whole or part, signed by not less than 75% of the owners of the lots in the Lakeview Estates shall have been filed with the Mason County Auditor.

25. Miscellaneous Provisions.

(A) Enforcement. The HOA or any owner or anyone having any interest in a lot or lots subject to this declaration shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Association, the Declarant or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(B) Severability. Invalidity of any of these covenants, conditions and restrictions by judgment or court order shall in no way effect any of the other provisions which remain in full force and effect.

(C) Paragraph Headings. The paragraph headings in this instrument are for convenience only, and shall not be considered in construing the restrictions, covenants and conditions herein contained.

(D) No Waiver. Failure to enforce any restriction, covenant or condition in this Amendment or any supplemental declaration shall not operate as a waiver of any such restriction covenant or condition, or of any other restriction, covenant or condition.

(E) The Board reserves the right to interpret its own covenants.

IN WITNESS WHEREOF, this Amendment is dated the day and year first above written.

LAKEVIEW ESTATES HOMEOWNERS ASSOCIATION,
a Washington corporation

By: _____
Bruce Robinson, President

THIS AMENDMENT IS APPROVED BY 75% OF THE OWNERS OF THE LOTS OF LAKEVIEW ESTATES AS EVIDENCED BY THE SIGNATURES BELOW: