

LAKEVIEW THIRD ADDITION

Purpose

The purpose of these covenants for Lakeview Third Addition, Franklin County is to encourage and facilitate the orderly growth and development of the subdivision while maintained the current character of the neighborhood, stabilize and improve property values and promote the general welfare of the present and future inhabitants of the Lakeview neighborhood.

Declaration

THIS DECLARATION (“Declaration”) is made this 3rd day of August 1999, by Tyler and Joan Gilmore developers of Lakeview Third Addition, herein referred to as “Declarant”.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied, improved and otherwise affected in any manner subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Property, and are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Property. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained.

Recitals

- A. Declarant is the owner of certain real property; the North half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 9 North, Range 29 East, Franklin County Washington State, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), and Declarant is developing the Property as a single family residential subdivision to be commonly known as Lakeview Third Addition.
- B. This Declaration is intended to secure the development of the Property as a high quality residential community.

1.0 DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Article, the Articles of Incorporation of the Association.

1.1 Association

“Association” means the Lakeview Third Addition Homeowners Association.

1.2 Beneficiary

“Beneficiary” means a beneficiary under a deed of trust or a mortgage under a mortgage, and/or the assignee of such beneficiary or mortgage.

1.3 Declarant

“Declarant” means the undersigned which has made and executed this Declaration or its successors, assigns, or representatives in the event Declarant assigns its rights and obligations, or in the event Declarant’s interest in the Property is sold pursuant to foreclosure or deed in lieu thereof.

1.4 Declaration

“Declaration” means this instrument and any and all amendments thereto.

1.5 Improvement

“Improvements” are the construction or remodeling of the house, garage, out buildings and other structures that require a building permit by the county.

1.6 Lot or Parcel

“Lot” or “Parcel” means any portion of the Property designated as a lot or parcel on any recorded subdivision map or parcel map thereof and intended for improvement with a single family residence, whether or not the Lot or Parcel is so improved. The boundaries of each Lot/Parcel and the number identifying the Lot/Parcel are set forth on the Map.

1.7 Map

“Map” means the Final Plan of the Lakeview Third Addition for record as File No. 1568734 Official Records, Franklin County, Washington, and any and all amendments thereto.

1.8 Member or Association Member

“Member” or “Association Member” means every person or entity including Declarant who holds a membership in the Association pursuant to the provisions of this Declaration, the Articles and the Bylaws.

1.9 Owner

“Owner” means any person or entity, including Declarant, holding a fee simple interest in a Lot or Parcel, or who is the buyer of a Lot or Parcel under a recorded contract of sale.

1.10 Property

“Property” means the Property, together with all improvements now or

hereafter located thereon, and together with all easements, rights and appurtenances belonging thereto.

2.0 USE RESTRICTIONS

2.1 Violation of County Ordinances

A violation of a county ordinance is a violation of these covenants.

2.2 Residential Use

Each Lot shall be improved and used exclusively for single family residential use. Nothing in this Declaration shall prevent an Owner from leasing or renting his Lot; however, no Owner shall rent or lease his Lot for transient or hotel purposes. No Lot shall be subdivided in any manner, no Owner shall lease less than the entire Lot. The following restrictions shall apply specifically to such Lots.

2.3 Mobile Homes/Modular Homes

Mobile homes, double-wide homes, manufactured homes, preassembled homes, factory-built homes, factory assembled structures, recreational-vehicle homes and modular homes shall not be allowed.

2.4 Minimum Size of Home

All residences shall contain a minimum of 1650 square feet of finished living space exclusive of garage, decks and basements.

2.5 Valuation

The value of the house shall be at least 95% of the average of the county assessed values of the 4 nearest homes with a Franklin Road address between Roads 88 and 92 at the time of construction.

2.6 Height of Buildings

No residence shall be erected to a heights greater than thirty-five (35) feet measured from the highest point on the structure above a point representing the average grade at the front setback line. Chimneys shall be excluded from the calculation of the height of a structure but antennas shall be included.

2.7 Time of Construction

Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within 12 (twelve) months from commencement.

2.8 View

All structures, fences and trees shall be located and maintained in a manner which causes no unreasonable obstruction of the view from any Unit. Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to direct light away from adjacent residences.

2.9 Commercial Use

No part of the property shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, mechanical repair business or other such non-residential purpose. With the exception of home childcare business.

2.10 Maintenance and Repair

The Owner of each Lot and Improvements shall maintain such property in a clean and orderly manner, in a good condition and state of repair, and adequately painted or otherwise finished, all at such Owner's sole cost and expense. No building, structure, or other Improvement within the Property shall be permitted to fall into disrepair. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located on the Property. If any Improvements are damaged or destroyed by fire or other calamity, the owner or mortgagee shall, within a reasonable time period, rebuild or repair the damage or restore the Lot to a state that is not offensive to the general appearance of the Property.

2.11 Temporary Occupancy

No temporary building or structure of any kind such as a tent, vehicle, boat, house trailer, portable living unit, shack, garage, or barn, and no incomplete building shall be used at any time for a residence, either temporarily or permanently with the following exceptions. Temporary buildings and structures may be used for no more than 6 months during the construction or improvement of a Lot or Property but shall be removed immediately after the completion of construction. Temporary housing such as trailers or motor homes may be used by visitors to the property for a period not to exceed two (2) weeks.

2.12 Commercial Vehicles, Boats and Recreational Vehicles

No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Property, except for a commercial vehicle providing services to Owners, and in such event, only for the duration necessary to provide such services. All boats, campers, trailers and other recreational vehicles may be stored or placed on a Lot, but only in the garage of the residence of such Lot or on a side or rear yard of such Lot, provided such stored item is not visible from any street in the Property and is screened from view from neighbors with appropriate fencing and/or vegetation. If any such vehicles are stored on any driveway, street or front part of any Lot for more than 14 successive days, Declarant or the Association shall have the right to have it towed away at the Owner's expense.

2.13 Utility Service

No lines, wires, or devices for transmission of electric current or

telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements.

2.14 Structures

Detached residential garages are allowed provided they do not exceed 1200 square feet in area. Storage buildings such as, but not limited to, sheds and barns shall not be larger than 480 square feet. All out buildings shall be not taller than 20 feet measured from the highest point of the structure above a point representing the average grade at the front setback line. No more than 2 out structures are allowed per lot.

2.15 Antennas and Dishes

Satellite dish type antennae are permitted provided they do not exceed 40" in diameter or are not in direct site of an adjacent property owner. Other types of antennae are permitted provided they do not exceed eighteen (18) feet in height from the average grade of the ground surface.

2.16 Maintenance of Lawns, Plantings, and Landscape

Each Owner shall keep all shrubs, trees, grass, and plantings on his Lot neatly trimmed, property cultivated, and free from trash, weeds, or other unsightly material.

2.17 Diseases and Insects

No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.

2.18 Rubbish and Nuisances

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise there from so as to render any Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance or noxious or offensive activity shall be carried on or permitted to exist or operate in the Property so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limitation of any of the foregoing, no exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used, or placed on a Lot or Improvement, provided, however, that audio speakers may be placed on decks for temporary use so long as such use does not interfere with the quiet enjoyment and use of neighboring properties. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, other than

minor repairs which do not render the vehicle inoperative for more than fourteen (14) days, shall be conducted within the Property. Nothing shall be done on or within the Property that may be or may become an annoyance or nuisance to the residents of the Property, or that in any way interferes with the quiet enjoyment of occupants of Lots.

2.19 Gardening and Fruit Raising

Nothing contained in these restrictive covenants shall be deemed to prohibit the use of vacant property for gardening or fruit raising.

2.20 Agreement to Covenants

Promise of Grantee to be Bound by Covenants. Each person or entity accepting a deed, lease, mortgage, easement or other instrument conveying an interest in any Tract, whether or not the same incorporates or refers to these Covenants, thereby agrees for himself, his heirs, successors and assigns to observe, perform and be bound by the Covenants and to incorporate the same by reference in any deed or other conveyance of his interest in real property subject to these Covenants.

2.21 Enforcement

Because lawsuits amongst neighbors harm the neighborhood, a three-step process shall be employed to enforce these covenants. If the association or any owner (complainant) wishes to enforce any covenant, the complainant shall give a notice of violation to the party allegedly violating the covenants (respondent). The notice shall state the claimed violation. If the respondent does not correct the violation within seven (7) days of receipt of the notice of violation, the parties shall appoint a mediator to try to amicably resolve the dispute. If the parties cannot agree to a mediator within fourteen (14) days of receipt of the notice of violation, either party may apply to the Franklin County Superior Court for appointment of a mediator. The mediator shall, within fourteen (14) days of appointment, meet with the parties to mediate the dispute. No attorney shall represent the parties during the mediation. If mediation does not lead to a resolution, the parties shall, within seven (7) days of the last mediation date, appoint an arbitrator. If the parties cannot agree to an arbitrator, either party may apply to the Franklin County Superior Court for appointment of an arbitrator. The arbitrator shall, within twenty-one (21) days of appointment, conduct a hearing. Within five (5) days of the last day of the hearing, the arbitrator shall issue a written decision. The decision shall be final and binding on the parties. The decision may be enforced in the Franklin County Superior Court. In the event any violation of the covenants is life-threatening, the complainant may skip both the mediation and arbitration process and seek immediate relief before the Franklin County Superior Court.

2.22 Legal Costs for Enforcement

The arbitrator may award reasonable attorneys' fees and costs incurred by

a party in enforcing an arbitrator's decision. The Franklin County Superior Court shall award reasonable attorneys' fees and costs incurred by a party in enforcing an arbitrator's decision. The Franklin County Superior Court shall award reasonable attorneys' fees and costs to the prevailing party if a suit is first brought in Superior Court, without mediation or arbitration.

2.23 No Limitations Set

The limitations, restrictions, easements, charges and covenants of these Restrictions shall be deemed independent and severable, and the invalidity of any provision or portion thereof of any of such limitations, restriction, easements, charges and covenants shall not affect the validity or enforceability of any other provision.

2.24 Duration

All of the limitations, restrictions, easements, charges and covenants of this Declaration of Restrictions and any amendments thereto shall continue and remain in full force and effect at all times with respect to said Units, subject to the right, however, to amend and terminate as provided above, until December 31, 2028, provided, however, that unless within one year prior to December 31, 2028, there shall be recorded an instrument directing the termination of this Declaration of Restrictions executed by Owners of 50% of the Units, the Declaration of Restrictions shall automatically be continued without further notice, for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period the Declaration of Restrictions is terminated as set forth above.

2.25 Amendment

This Declaration may be amended by an instrument signed by no less than eight percent (80%) of the Lot Owners. Any amendment must be recorded.

3.0 THE HOMEOWNERS ASSOCIATION

3.1 Homeowners Association

The Homeowners Association shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. The members of the Homeowners Association shall serve without compensation.

3.2 Association Makeup

The Association shall be composed of five (5) property owners.

3.3 Membership Qualifications

The Members of the Homeowners Association shall be the Owners of the Lots. The Owner(s) of each Lot shall have one (1) membership in the

Homeowners Association. The number of memberships in the Homeowners Association shall be equal to the number of Lots within the Property.

3.4 Exercise of Voting Rights

In the case of a Lot owned by two (2) or more persons or entities, the voting power shall be exercised by only one of them. Such voting member must be designated in writing to the Board by all Owners of such Lot, and the Homeowners Association may preclude the vote for any such Lot by any Owner other than such designated Owner. If there is no such designation then such Lot shall have no vote until such designation is made.

3.5 Association Chairman

One property owner shall act as chairman of the association. The chairman shall be the point-of-contact for the association's business. This shall include but not be limited to organizing meetings, keeping the association's records, receiving and returning improvement plans and notification of association's actions. The Chairman shall be the declarant until such time that at least 3 lots are sold or declarant relinquishes chairmanship to another property owner. Thereafter, the Chairman shall be elected annually in January by a majority of association members. Or a chairman may be selected at anytime by no less than 80% of the members.

3.6 Approval of Plans

All improvements in the Lakeview Third Addition must be approved by the Homeowners Association prior to any work on the improvement. Improvements include the construction or remodeling of the house, garage, outbuildings and other structures that require a building permit by the county. The applicant shall submit to the Homeowners Association for approval two sets of improvement plans and specifications. Improvement plans must include:

- * Plot Plan
To include north arrow, property lines, building pad, parking areas, improvements in adjacent side lots, placement of all structures, fencing and walks.
- * Grading Plan
to include existing and proposed contours, grades and drainage, and utility placement.
- * Roof Plan
Show pitch, valleys, hips, materials, special design features, etc.
- * Floor Plans
To include balconies, decks, patios, atriums, carports, garages, storage buildings. Square footage of total living area of residence and docks and other special features.

Approval or disapproval shall be by a majority vote of all members of the Homeowners Association.

The Homeowners Association shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. The absence of Association action within 30 days following a complete submittal of all documents required shall constitute Association approval. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Association for its permanent files.

The Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are 1) incomplete, 2) not accordance with these restrictive covenants, 3) the Association deems the plans, specifications or details to be contrary to the interests, welfare or rights of any property owner, or 4) do not meet the following standards:

- * Similar in style to adjacent homes
- * No exposed concrete block, plywood, chipboard or other construction grade building material.
- * Colors that are not highly contrasting. It is recommended they blend with the landscape.
- * Drainage is directed to storm drains and away from adjacent properties.
- * There is a plan for construction spoils disposal. No concrete, building materials, or excavation can be disposed of on neighboring properties.

If the Homeowners Association should disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing setting forth the grounds upon which said action was based. In any such case, the Homeowners Association shall make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Homeowners Association is binding.

Neither the Association nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defect in any work done according to such plans and specifications.

3.7 Personal Liability

No member of the Homeowners Association, or any office of the Homeowners Association, or any Manger, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or to any other party, including the Homeowners Association, for any damage, loss, or prejudice

suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

3.8 Right of Inspection of Association Records

All membership registers, accounting records, and minutes of meetings of the Association and all other books, documents and records of the homeowners Association, and the physical properties of the Homeowners Association, shall be made available for inspection by any Member of the Homeowners Association, or his, her or its duly appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to membership in the Homeowners Association. The right of inspection shall include the right to make copies of documents.

Dated: August 3, 1999

Recorded: August 11, 1999

Recording Number: 1569025

LAKEVIEW THIRD ADDITION PROPOSED REVISION TO COVENANTS – 10/15/99

To: The Public

From: Lakeview Third Addition Homeowners Association, Franklin County,
Washington

Re: **Proposed Revision to the Lakeview 3rd Addition Covenants – 10/15/99**

It is proposed that the following changes be made to the Lakeview 3rd Addition covenants to allow for a commercial vehicle to be parked on the property as long as they are not conspicuous. The changes are to page 4 of the Lakeview Third Addition Declaration of Covenants, Conditions and Restrictions of Lakeview Third Addition, Franklin County, Washington (file number 1569025), page 4 section 2.12, first sentence; delete the first sentence and add to the second sentence of section 2.12, “commercial vehicle” (see below).

Amendments to the section:

2.12 Commercial Vehicles, Boats and Recreational Vehicles

No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Property, except for a commercial vehicle providing services to Owners

and in such event only for the duration necessary to provide such service. All commercial vehicles, boats, campers, trailers and other recreational vehicles may be stored or placed on a Lot, but only in the garage of the residence of such Lot or on a side or rear yard of such Lot, provided such stored item is not visible from any street in the Property and is screened from view from neighbors with appropriate fencing and/or vegetation. If any such vehicles are stored on any driveway, street or front part of any Lot for more than 14 successive days, Declarant or the Association shall have the right to have it towed away at the Owner's expense.

The new section should read as follows:

2.12 Commercial Vehicles, Boats and Recreational Vehicles

All commercial vehicles, boats, campers, trailers and other recreational vehicles may be stored or placed on a Lot, but only in the garage of the residence of such Lot or on a side or rear yard of such Lot, provided such stored item is not visible from any street in the Property and is screened from view from neighbors with appropriate fencing and/or vegetation. If any such vehicles are stored on any driveway, street or front part of any Lot for more than 14 successive days, Declarant or the Association shall have the right to have it towed away at the Owner's expense.

Dated: October 15, 1999

Recorded: October 20, 1999

Recording Number: 1571360