



Lake Forest Home Association

P. O. Box 3069

Lacey, WA 98509

The following is a non-certified copy of the original, dated November 1972 and amended and corrected May 4, 1973. This is to correct Declaration of Covenants, Conditions and Restriction and Exhibit A filed under Auditors File No. 878297 Vol. 595 Page 311.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Capital Development Company hereafter called "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain property in Lake Forest. County of Thurston, State of Washington, which is more particularly described as follows:

The plat of Lake Forest, **Division One** as per plat recorded in Volume 18 of plats, pages 4 through 5, records of Thurston County, Washington.

NOW THEREFORE. Declaration hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to Lake Forest Home Association. Inc., its successors and assigns.

Section 2. 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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Properties shall mean and refer to that certain real property hereinbefore described. and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A (green belts and pathways) and Tract B (recreation area.)

Section 5. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. Declarant shall mean and refer to Capital Development Company, its successors and assigns if such successors or assign should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. Residential area covenants (Exhibit A) shall apply only to Lake Forest Division One (1) and shall not apply to subsequent annexed areas described in Article VI.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1996.

ARTICLE IV

SECTION COVENANT FOR TAXES AND MAINTENANCE ASSESSMENTS

Section 1. Pursuant to the dedication in the recorded plat of land and improvements described as Tracts "A" and "B", said tracts are intended for the perpetual use and enjoyment of the Lot owners of lots within the recorded plat of Lake Forest Division #1 and subsequent additions thereto.

Each such lot owner binds himself, his heirs, and assigns to the payment of a proportional share of taxes and assessments for land and improvements levied against Tracts "A" and "B" within Lake Forest Division #1 and subsequent additions thereto, by the county or other governmental agencies. Such taxes and assessments shall be paid to the association as prescribed by the directors of such association.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Seventy-Two Dollars (\$72.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year following immediately the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Owner of an unimproved lot shall be subject to a Twelve Dollar (\$12.00) maximum annual assessment, until the third January 1st of ownership or until the lot is improved, whichever comes first. Thereafter, the maximum annual assessment for an undeveloped lot shall be half (1 /2) of the maximum annual assessment for a developed lot. These maximums do not apply to special assessments for capital improvements.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose. such special assessments, when levied requiring assessments for a period of more than one year, shall, if adopted in accordance with the procedures outlined herein, be binding on future members and directors.

Special 5. Street lighting Assessments. The association through its dues structure outlined herein, shall pay the utility cost of streetlights installed until such utilities by precedence are accepted for the maintenance and utility charges by any governmental agency.

Section 6. Notice and quorum for any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to at sixty percent (60%) of all the votes of each class

of membership 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether assessments on a certain Lot have been paid.

Section 9. Effect of Nonpayment 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 the rate of 7-3/4% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or trust deed, sale or transfer of any Lot shall not 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 as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In the event as owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the board of Directors, the Association, after approval by two-thirds (2/3) vote of Board of Directors, shall have the right through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

STAGED DEVELOPMENTS

Additional land within the West one-half (1/2) of Sections 25 and 26 and the East one-half (1/2) of Sections 26 and 35, Township 18 North, Range 1 West, W.M., lying northerly of the Burlington Northern Railroad, all in Thurston County, Washington, may be annexed by the Declarant without the consent of members within 15 years of the date of this instrument. Subsequently annexed parcels may at the option of the Declarant provide for mufti-family use, commercial use and school and church use.

ARTICLE VII

DEDICATION OF COMMON AREAS

Capital Development Company is recording this plat of Lake Forest Division #1 has designated certain areas (Tracts A and B) of land as green belts, recreation area walkways and playgrounds intended for use by the homeowners in Lake Forest for recreation and other related activities. During the development period of the entire plat and subsequent permitted additions thereto, recreation areas and any buildings built thereon shall also house the sales office and information center.

The designated Areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners of Lake Forest as more fully provided in the Declarant of Covenants, Conditions and Restrictions applicable to Lake Forest, dated 1972, Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

ARTICLE VIII

ARCHITECTURAL CONTROL

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 and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with: Failure of the architectural committee to act within the allotted time referred to herein shall not act as a waiver of any requirements set forth in the residential area covenants attached hereto as Exhibit "A".

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an 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 by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) 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 recorded.

Section 4. Annexation. Additional residential property and Commons Area not referred to herein may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE X

Section 1. The provision of Exhibit "A" attached hereto are incorporated herein by this reference as though fully set forth.

BY WITNESS HEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 4" day of May 1973.

CAPITAL DEVELOPMENT COMPANY

By: Robert L. Blume, President

By: J. M. Jorgenson, Secretary

This document and Exhibit "A" attached supercedes and replaces a similar undated document filed under Auditors File #878297.

STATE OF WASHINGTON

County of Thurston

On this 4th day of May 1973, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Blume and J. M. Jorgenson to me known to be the President and Secretary, respectively of Capital Development Company, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of
Washington, residing at Olympia

EXHIBIT "A"

RESIDENTIAL AREA COVENANTS

C-1 Land Use and Building Type. No lot in Lake Forest Division One shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars.

C-2 Dwelling cost, quality and size. No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,000 square feet finished for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

C-3 Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines herein established. No building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 15 feet to any side street line. Side yards shall be 10 feet in total from the side property line with a minimum of 4 feet on one side. a side yard on a corner site shall be 10 feet from the side yard on the flanking street(s). No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. for the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; PROVIDED, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

If the natural elevation of the lot along established minimum set back lines is more than either 8 feet above or 4 feet below the established roadway level along the abutting street the architectural control committee (1) may, at its option, require that any building shall be located farther from the front lot line or side street line than the established minimum set back line if it deems it necessary to enhance the appearance of such property or other properties, or (2) may permit, by approval in writing any building to be located nearer the front lot line or side street line than the established minimum set back line if such location will not detract materially from the appearance and value of such property or other properties but in no event nearer than 15 feet; PROVIDED that the power granted in alternative (2) of this paragraph shall not be exercised unless the committee first finds that the procedures of subdivision (1) are not feasible. Any such variances which conflict with city ordinances shall first be cleared with the city government.

C-4 Driveways. The plans and specifications shall provide for and there shall be constructed and maintained upon each lot a suitable driveway which shall be paved and shall extend from the garage or carport and dwelling so that each such paved driveway shall join and make physical connection with the traveled and/or such paved portion of the roadway abutting such property. All such driveways on the lot shall be paved.

C-5 Lot area and width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set back line except for panhandle lots nor shall any dwelling be erected or placed on a lot having an area of less than 7,200 square feet.

C-6 Easements. Easements for green belt and park access and drainage facilities are reserved as shown on the recorded plat. Within those easements no structure, planting, or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the drain easements. The easement area of any lot and all improvements in it shall be maintained continuously by the owner of the lot.

C-7 Nuisances. No noxious or offensive activity shall be carried on upon any lot, no shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8 Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently; PROVIDED, that nothing herein contained shall prevent an owner from occupying a dwelling which is near completion and in a livable stage during completion of construction, which must be completed, including finish painting, within two months following such occupancy. No recreation vehicles, trailers, campers, boats and non-operable automobiles will be permitted to be stored outside on any lot. All such type of vehicles and/or equipment will be stored in a compound designated with Tract "B" or other common areas to be designated by the Lake Forest Home Association.

C-9 Maximum period of construction. The maximum period for construction of a dwelling, including finish painting, shall be nine months.

C-10 Signs. No sign of any kind shall be displayed to the public view on any lot except (1) signs used by a builder to advertise the property during the construction and sales period, but such signs must be used only on the property which is under such construction and sales; (2) signs used by the developer or developers or his or their agent, or (3) one sign of not more than 14 x 22 inches advertising the property for sale or rent by the owner or his agent.

C-11 Oils and mining operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of 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. Declarant herewith retains all oil and mineral rights and reserves the right to employ slant-drilling techniques in using these oil and mineral rights.

C-12 Livestock and poultry. 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 commercial purposes.

C-13 Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for garbage, trash or other rubbish. Garbage, trash, rubbish or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Trashcans shall be kept out of sight except on the days prescribed for pick-up.

C-14 Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate Thurston County Public Health Authority. approval of such system as installed shall be obtained from such authority.

C-15 Sewage Disposal 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 appropriate Thurston County Health Authority. Approval of such system as installed shall be obtained from such authority.

C-16 Protective Screening Protective screening areas shall coincide with the green belt and park access easements designated on the recorded plat as easements and Tract A. Except as otherwise provided herein regarding street intersections under C-18, planting, fences, or other walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential areas. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. All other traffic on the areas must be pedestrian or by non-motorized cycles.

C-17 Slope control areas. Slope control areas may be established by the architectural control committee when deemed necessary to protect the properties and enhance the value thereof. Within these areas no structures, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-18 Sight distance at intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the streets lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sign line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

AMENDMENT TO
DECLARATION OF COVENANTS.
CONDITIONS AND RESTRICTIONS

The undersigned, owners of the following described property, to wit:

In Thurston County, Washington, Lake Forest Division One according to Plat recorded in Volume 18 of Plats, at pages 4 and 5 record of said county and state.

Hereby amend the Declaration of Covenants, Conditions and Restrictions dated November 6, 1972 and filed for record under Auditor's File #878297 and recorded in Volume 595 of Mortgages at Page 311, and amended May 4, 1973 and filed for record under Auditor's File #888905 and recorded in Volume 613 of Mortgages at Pages 36 thru 44 inclusive as follows:

Paragraph C-2 of Exhibit "A" is amended to read:

"Dwelling Cost, Quality & Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,150 square feet finished for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story."

All other portions of the "Declaration of Covenants, Conditions and Restrictions" included in Exhibit "A" remain the same.

Dated May 30, 1973 CAPITAL DEVELOPMENT COMPANY
Olympia, Washington

Robert L. Blume, President

J. M. Jorgenson, Secretary

STATE OF WASHINGTON
County of Thurston

On this 30th day of May, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert L. Blume and J. M. Jorgenson, to me known to be the President and Secretary, respectively, of Capital Development Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto axed the day and year in this certificate above written

Notary Public in and for the State of
Washington, residing at Olympia