

When Recorded Return To:

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West Hills Office Park, Building 11
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Olympia, Washington 98502

DOCUMENT TITLE:	Modified Protective Covenants 2008
GRANTOR(S):	Lakemoor Community Club
GRANTEE(S):	The Public
LEGAL DESCRIPTION:	See below

**MODIFIED PROTECTIVE COVENANTS
APPLICABLE TO LAKEMOOR DIVISIONS 1 THROUGH 5
(2008 MODIFICATION)**

LAKEMOOR COMMUNITY CLUB, a Washington nonprofit corporation located in Thurston County, state of Washington, (hereinafter the Association) successor in interest to KEN LAKE DEVELOPMENT, INC., has jurisdiction of a certain plat of real property, known as **Lakemoor**, the description of which is set forth in **Exhibit A** annexed hereto, and by reference incorporated herein, being desirous of incorporating into said plat of Lakemoor, and the subsequent plats of additional divisions thereof then or hereafter filed for record, certain dedications and restrictive covenants, do now publish and declare the following Modified Protective Covenants to be applicable to all of Lakemoor, Divisions 1 through 5, as shown by the plat thereof, and the real property described thereon, and to all portions of the real property **Park Areas**, set forth in **Exhibit B**, and the **Ken Lake Watershed Protection Areas**, set forth in **Exhibit C**, annexed hereto, and by reference incorporated herein, and these Modified Protective Covenants are hereby declared to be a part of said plat, and of subsequent plats of the divisions of Lakemoor, as though fully set forth on the plat of each division thereof.

ARTICLE I. GENERAL PROVISIONS

A. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in the development and by the Association, against any person who shall violate or attempt or threaten to violate them.

B. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "**Modified Protective Covenants 2008**", and file number of the Thurston County Auditor under which they are recorded. All lots within Lakemoor are hereby on notice of the existence and applicability of these covenants, conditions and restrictions, and each lot and lot owner shall be bound thereby regardless of the reference to or the lack of reference thereto in any future instrument or conveyance. The Association has filed, on _____, 2008, Articles of Amendment with the Washington Secretary of State, and has adopted First Amended Bylaws dated _____, 2008, which Governing Documents are correlated with these Covenants.

C. All owners of lots in Lakemoor are and will be automatically members of the Lakemoor Community Club. Each lot shall be entitled to one vote in the Association.

D. Every conveyance or other transfer of land in Lakemoor or interests therein shall be subject to the Articles of Incorporation and the Bylaws of the Association as amended as well as the Protective Covenants and Modified Protective Covenants as from time to time amended. Every grantee or purchaser of an interest in land in Lakemoor agrees, by the act of purchasing or accepting the same for himself or herself, his or her heirs, assigns and other successors, to be bound by said Articles and Bylaws and Covenants; faithfully to perform all obligations thereby imposed on him or her; and in particular, to pay such assessments as the Association may from time to time in accordance with the said Articles and Bylaws and for purposes therein specified levy. As noted above, the Association has adopted Articles of Amendment and First Amended Bylaws, which are correlated with these Covenants.

ARTICLE II AREA OF APPLICATION

A. Residential Area. The residential area covenants in Article III of this declaration in their entirety shall apply to all lots included in Lakemoor Divisions 1 through 5 and the real property covered thereby, of Lakemoor, excluding, however, those areas designated on the plats of Divisions 1 through 5 as park areas or community beach areas, and those lots specifically designated on such plats for purposes other than residential.

B. Park Area. The park area covenants in Article IV of this declaration in their entirety shall apply to all areas included in the plats of Lakemoor Divisions 1 through 5, and the real property included therein.

C. Ken Lake Watershed Protection Area. The Ken Lake watershed protection area covenants in Article V of this declaration shall apply to all areas included in the Ken Lake watershed protection area.

ARTICLE III. RESIDENTIAL AREA COVENANTS

A. Land Use and Building Type. No lot shall be used for any purpose other than residential. No building shall be altered, erected, placed or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two stories in height, and a private garage or carport. No lot within said plat shall be divided for any purpose save and except for the purpose of increasing the size of building sites by providing two building sites from three lots. No more than one residence shall be constructed on any lot.

B. Accessory Structure. An accessory structure is defined as a detached structure, used as storage or a tool shed, playhouse, portable carport, or similar use. Accessory structures shall be located behind the line created by the front of the house, be architecturally compatible with the primary residence, and be situated so as to minimize the visual impact on neighbors. Accessory structures shall be limited to one story in height, be no larger than 200 square feet in floor area and shall be detached at least six (6) feet from the next structure. No accessory structure shall be used as a residence. Approval must be obtained from the Architectural Control Committee for all accessory structures and they must be in compliance with the Olympia Municipal Code, as amended. Accessory structures 200 square feet or less in floor area not in conformity with this covenant and in place at the time this covenant is adopted may remain, if the accessory building is in compliance with the Olympia Municipal Code, and until the property is sold or the structure(s) fall into disrepair, at which time it or they shall be removed by the property owner.

C. Architectural Control. No building or other permanent structure shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. In any case where the restrictions and covenants herein set forth cannot be complied with because of land limitations or topographical restriction, the proper and orderly development of such lot shall be effected within the purview of these covenants so far as possible and the Architectural Control Committee is hereby empowered to allow variations as in its judgment permits the reasonable utilization of such lots most consistent with the

general plan of development. No fence or wall shall be erected, placed or altered on any lot near to any street than the minimum setback line, unless similarly approved, nor shall any fence be erected at a height of more than six (6) feet and in all respects in compliance with Olympia City Ordinance 18.40.060C, as amended.

D. Building Location. No building shall be located on any lot nearer than 25 feet to the front lot line or to the side street line or a corner lot, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot line nearer than 25 feet to the rear lot line or nearer than 10 feet to any side lot line. For the purpose of this covenant, chimneys, steps, eaves, gutters, bay, bow or oriel windows, uncovered porches or paved terraces shall not be considered to be a part of the building; provided however, that no such appendage to a building with the exception of a paved terrace shall be permitted within 7 feet to any side lot line, nor shall this provision be construed to permit any portion of a building on a lot to encroach upon any other lot.

E. Completion of Structures. All buildings commenced on any lot shall be completed not later than one year after construction is commenced.

F. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs visibility sight lines at elevations between 2 and 6 feet above the roadway 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 street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation shall apply to any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such inter-section unless the foliage line is maintained at a sufficient height to prevent obstruction of such line. (See **Appendix A** for examples of Sight Distance at Intersections.)

G. Easements. An easement is hereby reserved for and granted to Puget Sound Energy Company and Qwest Telephone Company and their respective successors and assigns under and upon the exterior 2½ feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property adjacent thereto with electric and telephone service together with the right to enter upon the lots at all times for the purposes stated. An easement is hereby further reserved for and granted to the City of Olympia for all drainage and sewer line connections shown on the plat other than those located within the public ways shown on said plat for the purpose of installing,

laying, constructing, renewing, operating and maintaining drainage and sewerage facilities for said subdivision and other property adjacent thereto.

H. Utility Services. All permanent utility services and connections thereto within the subdivision shall be provided by underground service exclusively.

I. General Home and Yard Maintenance. In order to maintain the quality and property values of the neighborhood, property owners shall at all times maintain their property and all of their appurtenances thereto in good repair and in a state of neat appearance.

J. Noise. Residents shall be respectful of other residents regarding noise from animals, outdoor equipment, music, parties, etc. Quiet hours are suggested from 10pm to 7am on weekdays and 10pm to 9am on weekends. Noise levels shall be in accordance with Olympia City Ordinance 18.40.080, as amended.

K. Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

L. Mobile Homes, Recreational Vehicles, Travel Trailers and Boats. No mobile home, recreational vehicle, travel trailer or boat shall be used as a living quarter on any lot. The parking of such vehicles on any of the streets within the subdivision is allowed for up to 24 hours in accordance with Olympia city ordinance 18.40.060E, as amended. Storage of a recreational vehicle, travel trailer or boat shall not be on a lawn area but shall be situated so as to minimize the visual impact on the neighborhood, e.g., behind the front line of the house on a separate side parking area, or well shielded by shrubbery. It is recommended that large recreational vehicles or boats be stored off-site.

M. Signs. Signs are allowed as indicated below. Unless otherwise specified, signs shall be removed within two days of completed activity.

- a. Sign on site by a contractor to advertise construction or reconstruction.
- b. Sign on site by the homeowner or the homeowner's authorized representative advertising the property for sale or rent.
- c. Open House directional signs only on the day of the open house. On site open house sign may be displayed the week preceding the open house.
- d. Signs to advertise garage/yard sales, family events, or lost pets.

e. Campaign signs on private property that are no more than six square feet may be displayed up to 60 days before a primary or general election and must be removed within 5 days after said election, in accordance with Olympia City ordinance 18.42.300, as amended.

N. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other ordinary household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

O. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. No garbage shall be disposed of by burning. Garbage/recycling/yard waste containers will be returned to their storage locations promptly. Garbage/recycling/yard waste containers will be stored in an area that does not detract from the aesthetics of the neighborhood. Whenever possible containers will be stored behind the front line of the house or in an enclosed or screened area in accordance with Olympia City Ordinance 18.40.040E, as amended.

P. Water Supply. Water shall be supplied to each lot by the City of Olympia, and no water supply system shall be installed upon or permitted to remain upon any lot.

Q. Sewage Disposal. A sewage system and disposal system connecting to the sewerage system of the City of Olympia is provided to each lot by sewer lines owned by the City of Olympia, and no private septic tank or cesspool system shall be constructed on or permitted to remain on any lot within the subdivision.

R. Storage of Vehicles, Appliances and Other Mechanical Equipment. Inoperable or unlicensed motor vehicles, appliances and other mechanical equipment shall not be stored outside for longer than 30 days. Such storage and the storage of operable vehicles, none of which shall be parked on lawns, shall be in accordance with Olympia city ordinance 18.40.060E, as amended.

S. Outdoor Storage. Storage of outdoor goods or materials shall be screened from view of any public right of way in accordance with Olympia city ordinance 18.40.060E, as amended.

T. Home Businesses. Home businesses are allowed as long as the business use is clearly accessory to the residential use and does not change the residential character of the neighborhood in accordance with Olympia city ordinance 18.40.060L, as amended.

U. Holiday Decorations. All outdoor holiday decorations shall be removed within 30 days after said holiday.

V. Tree Removal and Replacement. The protective covenants of Lakemoor seek to maintain the wooded character of the community and to enhance the quality of life for all residents, while allowing tree removal and replacement to satisfy individual needs and concerns.

- a. Trees are defined as trees whose trunk diameter is 6 inches or greater, measured 4.5 feet above ground.
- b. In any 12-month period, a lot owner may, without prior approval, remove up to 35% of the existing trees on the owner's lot, including any dead, damaged, diseased or hazardous trees. Written notice must be provided to the Architectural Control Committee within two weeks of cutting, showing the number of trees on the lot and the number removed.
- c. In any 12-month period, a lot owner may remove more than 35% of the existing trees on a lot after securing written approval from the Architectural Control Committee. Approval will be based on an acceptable submission of a "Tree Plan" showing the lot's outline, location of improvements, location of existing trees, and an indication of which trees are to be removed. This plan will include an evaluation of the impact of tree cutting on neighborhood trees and a plan for re-landscaping of the lot, including the species and location of trees, shrubs and other plantings to be added, to be completed within one year. Planting of native conifer trees is encouraged.
- d. All above actions are subject to the restrictions of Olympia City Protection and Replacement ordinance, Chapter 16.60, as amended.

ARTICLE IV. PARK AREA COVENANTS

A. All areas designated as park areas or community beach areas in Lakemoor Division 1 and on all subsequent plats of divisions of Lakemoor together with the real property described in **Exhibit B** shall be used exclusively for park purposes and are hereby dedicated to the general use for such purposes of the owners of all lots within Lakemoor, and each division thereof, and their successors in interest.

B. The parks and common areas owned by Lakemoor Community Club will be maintained so as to preserve the wooded character of the community.

ARTICLE V. KEN LAKE WATERSHED PROTECTION AREA COVENANTS

A. Ken Lake watershed protection area as described in **Exhibit C** shall be protected and used as a watershed for Ken Lake, dedicated for such purpose for the benefit of all lots within Lakemoor, and their successors in interest.)

ARTICLE VI. CORPORATION POWERS

A. Community Club. The Lakemoor Community Club is a Washington nonprofit corporation with all of the powers enumerated in its **Articles of Amendment filed _____, 2008** and in its **Amended Bylaws** and provided by the laws of the State of Washington. The owner of each lot within Lakemoor Divisions 1 through 5 shall be a member of the said corporation and membership in such corporation shall be contingent upon the ownership of a lot within one of said subdivisions, and the sale of any such lot, or a contractual agreement for the sale of such lot coupled with a possessory right in such lots shall automatically constitute a person entitled to said possession under such contractual agreement a member of such corporation and terminate the qualification of the prior owner thereof of membership of such corporation.

B. Responsibility of Corporation. The said corporation holds title to the park areas and the Ken Lake Watershed Protection Area to which reference has been made herein, and holds title for the benefit of the owners of the lots within said subdivision and shall have the right to establish reasonable restrictions on the use of said areas for the general benefit of all the owners of such lots, and said corporation shall have the power to make reasonable assessments against each lot within Lakemoor Divisions 1 through 5 excepting lots acquired by the corporation for use as parks or community areas, to pay the costs of developing and maintaining such areas, and paying the taxes thereon.

C. Assessments For Common Expenses. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amounts necessary to meet the common expenses of the Association, and allocate and assess such common expenses among the lots in Lakemoor. The common expenses shall include all amounts as the Board may deem necessary or advisable for the lawful exercise of its powers and duties.

D. Special Assessments for Capital Improvements. In addition to annual assessments for common area expenses authorized above, the Board may levy a special assessment for the cost of any construction or re-construction, unexpected repair or replacement of a described capital improvement upon the common areas, provided that, any such assessment shall have an affirmative vote of sixty percent (60%) of the members of the Association entitled to vote.

E. Board Notice Of Annual And Special Assessments. The Board shall advise all Owners, in writing and at least thirty (30) days in advance of the amount of annual and special assessment.

F. Commencement Of Annual Assessments. The regular Annual Assessments provided for herein shall commence as to each Owner as of January 1 of each year.

G. Payment Of Assessments, Personal Obligation. Annual Assessments are payable

at such times as the Board shall determine. Special assessments are payable at such times as the Board shall determine. Each Assessment, in addition to constituting an Assessment Lien as provided for in this Declaration, shall also be, together with interest, costs and reasonable attorney's fees as hereinafter provided, the personal obligation of the person who was the Owner of the Parcel against which the Assessment is made at the time the Assessment fell due.

H. Collection Of Assessments. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of the delinquency up to the maximum rate allowed by law. The Board may initiate an action to enforce payment of any delinquent Assessment, and in such event the Owner liable therefor shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorney's fees, all of which shall be served by the Assessment Lien provided for herein. In addition thereto, the Board may enforce collection of delinquent Assessments in any one or more of the following methods:

H.1. After ten (10) days prior notice to the Owner of intent to sever the television utility for delinquent Assessments, the utility on his or her respective Parcel legally described in **Exhibit A** upon which the Assessment remains delinquent may be severed and disconnected in whole or in part until the Assessments are paid or otherwise provided for to the satisfaction of the Board.

H.2. An action may be commenced to foreclose the Assessment Lien.

I. Liens and Foreclosures. All sums assessed by the Lakemoor Community Club, but unpaid, for the share of the common expenses chargeable to any Owner, together with interest, costs and reasonable attorney's fees, shall constitute a lien on the parcel of such Owner prior to all their liens except only (i) tax liens on the parcel in favor of any assessing unit and/or special district; (ii) all sums unpaid on all mortgages previously of record against the parcel; and (iii) liens recorded before recording of this Declaration. Such Assessment Lien may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as a mortgage of real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same; however, the provisions of this sentence shall be enforceable only if the Association obtains the approval of the First Mortgagee if any, of the Owner that is in default. The Board, acting on behalf of the Association, shall have the power to "bid in" at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment, the period of redemption shall be the minimum as established by law, after the sale. Suit to recover any judgment or any unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment Lien securing the same.

J. Liability of Mortgagee Or Purchaser. Where the mortgagee of a mortgage of

record or other purchaser of a Parcel obtains possession of the Parcel as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall be liable for Assessments by the Association chargeable to such Parcel which became due prior to such possession.

K. Conveyance; Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance, the grantee of a Parcel shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his or her share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments against the grantor, and such grantee shall not be liable for, nor shall the Parcel be conveyed subject to an Assessment Lien for, any unpaid Assessments against the grantor in excess of the amount therein set forth.

L. Nonuse. No Owner may exempt himself or herself from liability for contribution towards the common expense by waiver of the use or enjoyment of any of the common areas or by abandonment of his or her parcel.

ARTICLE VII. ARCHITECTURAL CONTROL COMMITTEE

A. Membership. The Architectural Control Committee shall be composed of three members elected by the Board of Directors of Lakemoor Community Club. The members shall have staggered terms. The term of members elected shall be three years. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the Board of Directors shall elect a successor to serve during the unexpired term.

B. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. The letter must be signed by at least two members of the Architectural Control Committee. An applicant whose project is disapproved may appeal the Architectural Control Committee's decision to the Board of Directors of Lakemoor Community Club. Appeals shall be made in writing within ten (10) days of the Committee's action, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting. In exercising the discretionary powers granted to the committee, the committee shall at all times exercise its powers in a reasonable manner and the Board of Directors is hereby empowered to adopt reasonable regulations which shall apply uniformly to said subdivision if it shall determine that such regulations are necessary with respect to the enforcement of these covenants. In the event the committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within 30 days after the submission thereof,

or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and compliance with the related covenants shall be deemed to exist.

ARTICLE VIII. FURTHER DEDICATIONS AND RESTRICTIONS.

A. Dedications. Ken Lake Development Co., Inc., has dedicated to the common usage of the owners of all lots within Lakemoor Divisions 1 through 5, that portion of the bed of Ken Lake lying below the line of extreme low water, together with the surface of said lake subject, however, to the restrictions hereinafter set forth.

B. Restrictions. All lot lines within Lakemoor Divisions 1 through 5, which abuts upon Ken Lake shall be limited to the line of extreme low water without regard to the designation of said lot upon said plat, and no restriction or projection shall be constructed on the bed of Ken Lake below the line of extreme low water save and except in from of and abutting on community recreation areas and save and except as follows:

- a. All development, activities, and construction on and adjacent to Ken Lake shall be in accordance with the Shoreline Master Program for the Thurston Region, as amended, and the Olympia city Municipal code, as amended.
- b. No boat house may be constructed on a dock or upon the bed of Ken Lake.
- c. A dock may be constructed on the bed of said lake provided said dock does not extend at right angle to the bank of the lake at the point of intersection thereto more than thirty feet into the lake from the line of ordinary low water, or fifty feet from the line of ordinary high water, if greater. No dock shall be constructed adjacent to lots 50 or 59, all in Division 1, save and except within six feet on each side of the common line between said lots.
- d. A dock may be constructed on portions of the dredged canals, but no dock shall be constructed on any dredged canal which shall extend more than two feet beyond the line of ordinary low water. For the purpose of these restrictions, Lots 82 through 86 inclusive, 67 through 72 inclusive, 46 through 48 inclusive, 33 through 35 inclusive and the southerly one-half of Lot 32, all in Division 1, shall be deemed to be abutting upon dredged canals.
- e. No dock or float of any kind shall be constructed on any of said area unless the plans therefore have been submitted to and approved by the Architectural Control Committee. Any such dock or float shall be constructed with materials in such a way as to minimize its impact on the esthetics and the environmental health of the lake.

f. Floats may be anchored and maintained over the bed of Ken Lake in front of and adjacent to lots other than those defined herein as abutting on dredged canals and adjacent to Lots 50, 59, the southeast one-half of Lot 60 and the westerly one-third of Lot 49, all in Division 1, but no float shall be maintained at anchor or otherwise at a point more than 70 feet from the line of ordinary low water.

g. The Lakemoor Community Club will maintain community floats adjacent to the water front parks for the purpose of recreation for all residents.

C. Boat Restrictions. No motorboat of any kind shall be operated on or permitted to stand upon any part of Ken Lake.

D. Lakemoor Community residents will manage their lots and household maintenance activities and the Board will manage community properties, both in such a way as to maintain the optimal health of the lake. The use of fertilizers, moss treatments, vehicle or home washing chemicals and other chemicals should be done with careful consideration of their impact on the lake and its environs. All drainage systems that drain into the lake, whether residential or community will be similarly managed.

E. Further Restrictions. The general plan for the development of Lakemoor contemplates an integral unit of residences surrounding Ken Lake without breaks in the alignments of the residences and without through traffic streets, and accordingly, no sewer or water line shall be connected across any lot for access beyond the perimeter area of Lakemoor without the written consent of the Lakemoor Community Club. No lot shall ever be used for or dedicated as a street or other public way to areas outside of Lakemoor Divisions 1 through 5.

ARTICLE IX. MODIFICATION OF COVENANTS

A. These covenants may be modified by an instrument in writing signed by the owners of more than sixty percent (60%) of the lots included within Lakemoor Divisions 1 through 5.

ARTICLE X. TERM, ENFORCEMENT AND CONSTRUCTION

A. Term. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of 15 years from the date these covenants are recorded, and after said time, said covenants shall be automatically extended for three successive periods of 10 years each unless an instrument signed by more than sixty percent (60%) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages for such violation.

B.1. All covenants shall run with the land as a condition binding on all owners and all persons claiming title thereto. If the owners hereto or any of them, or their heirs and assigns violate or attempt to violate any of the covenants provided herein, then the Board shall have the right to prosecute in any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent them from so doing or to recover damages including court costs and reasonable attorneys fees for such violation.

C. Severability. The lot owners in the Development shall not be entitled to terminate their membership in the Association, nor shall they have the right to revise, amend or repeal these Protective Covenants in such a way as to contradict the lawful acts of the Association, taken in accordance with its Articles of Incorporation, Articles of Amendment, and By-Laws, all as amended.

C.1. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Duly adopted by a two-thirds ($\frac{2}{3}$) majority of members and dated this _____ day of _____, 2008.

LAKEMOOR COMMUNITY CLUB

By: _____,
_____, President

Attest:

By: _____,
_____, Secretary

EXHIBITS

Exhibit "A"

The southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section 20, and that part of the southwest quarter of the northwest quarter lying southwesterly of Primary State Highway No. 9, that part of the northeast quarter of the southwest quarter lying northwesterly of county road known as Black Lake Boulevard and southwesterly of a line running S 48° 17' 28" E from a point on the west line of said northeast quarter of southwest quarter, S 10 51' 08" W 433.1 feet from its northwest corner, and that part of the northwest quarter of said southwest quarter of Section 21, Township 18 North, Range 2 West, W.M., lying northwesterly of said Black Lake Boulevard.

In Thurston County, Washington

Exhibit "B"

Those areas within Division 1 through 5 of Lakemoor Plat dedicated for Community Parks are as follows.

Lot 77 Division 1, Lot 8 Division 2, Lots 24 and 25 Division 3, and Lot 67 Division 4,

Together with that portion of Ken Lake and the bed thereof lying below the line of extreme low water.

In Thurston County, Washington.

Exhibit "C"

Parcel A

The North half of the South half of the Northwest quarter of the Northeast quarter of Section 20, Township 18 North, Range 2 West, W.M.; EXCEPTING THEREFROM the West 20 feet for county road known as South Kaiser Road.

Parcel B

That part of the Northeast quarter of the Northeast quarter of Section 20, Township 18 North, Range 2 West, W.M., line Southerly of Primary State Highway Number 9; EXCEPTING THEREFROM that portion conveyed to Douglas H. Hitch and Linda

Hitch, husband and wife by deed dated April 5, 1983, and recorded under File No. 8304060066.

Parcel C

Lot 135 of Lakemoor Division 5, as recorded in Volume 18 of Plats, page 49.

Parcel D

A utilities easement over the East 25 feet of Lot 125 of Lakemoor Division 5 as recorded in Volume 18 of Plats, page 49.

In Thurston County, Washington.