Declaration of Restrictions

(Lake Limerick – Division No. 2)
Mason County, Washington

This declaration, made this 11th day of July, 1966 by LAKE LIMERICK ASSOCIATES, hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of record of that certain real property in Mason County, Washington hereinafter described, and

Whereas, Declarant desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract") which is hereinafter more particularly described, and

Whereas, in accordance with said general plan, Declarant desires to subject said Tract to the following covenants, conditions, restrictions and reservations (hereinafter referred to as the ("conditions") upon and subject to which all or any portion of said Tract shall be held, improved and conveyed:

NOW, THEREFORE, KNOW ALL MEN
BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the said Tract and that in accordance with said general plan said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the said Tract and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of said Tract, but also each and every future owner thereof or of any part thereof: (b) shall inure to the benefit of not only the Declarant but also to the benefit of each, every and any future owner of each, every and any portion or portions of the said Tract and to the benefit of Lake Limerick Country Club, a Washington Corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, its successors and assigns, and by Lake Limerick Country Club, but also by each, every and any future owner of any portion of the said Tract.

Said general plan and said conditions now made applicable to said Tract are as follows:

I

The real property subject to this Declaration is situated in Mason County, State of Washington and is more particularly described as follows:

"Lake Limerick Division No. 2, a plat in Mason County, Washington, recorded, (or to be recorded) in the office of the County Auditor of Mason County, located in the State of Washington".

II

Whenever used in this Declaration, the following terms shall have the following meaning:

a. *"Said Tract" means the property described in Article I above.*

b. *"Building", "structure", and "outbuilding" shall include both the main portion of such structures and all projections therefrom.*

c. *"Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the Mason County Auditor, State of Washington.*

d. *"Street" means any street, highway or other thoroughfare shown on the map of said Tract.*

e. *"Said general plan" means the general plan herein provided for.*

III

The Declarant has caused to be formed a Community Club known as the Lake Limerick Country Club, Inc. a Washington non-profit corporation. The Articles of Incorporation and By-Laws of said Lake Limerick Country Club shall be binding on the purchasers of any lot or portion of lot in the Tract described in Article I above, and shall be binding on their heirs, assigns, or any future holder. Said Lake Limerick Country Club will be responsible for the care and maintenance of the areas known as "Green-Belt Areas" and the recreation areas, as well as for the care and maintenance of the Dam.

IV

a. *Declarant will construct a Club House on a portion of Lots 289, 290, 291, 292 and 293 of this Tract. Tennis courts and other improvements will also be added for the benefit of Lake Limerick Country Club, Inc. These improvements, together with those lake front lots, will be deeded to the Lake Limerick Country Club, Inc., who will maintain them and the improvements thereafter.*

b. *Declarant may establish a sales office in said Club House until January 1, 1971, EXCEPT that Declarant may locate sales office of a temporary nature elsewhere in said tract.*

c. *Declarant will construct a golf course on Lots 1, 3, 5, and 6.*

V

a. *No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remolded, placed, maintain or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, and color schemes shall have been submitted to and approved in writing by Lake Limerick Country Club.*

b. *Lake Limerick Country Club shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of its reasonable dissatisfaction with the grading plan, location of the structure on the lot or building site, the finished ground elevations, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in its reasonable judgment will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or with the structures erected on other building sites in the said Tract. Lake Limerick Country Club may, if it so desires, adopt rules governing its procedures for approval or disapproval of such plans and specifications.*

c. *The approval of Lake Limerick Country Club of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a wavier by it of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.*

d. *If Lake Limerick Country Club fails to approve or disapprove such plans and specifications and plot plan within a reasonable time after said plans, specifications and plot plan have been submitted to it, it shall be presumed that it has approved said plans, specifications and plot plan as submitted. If after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by Lake Limerick Country Club, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of Lake Limerick Country Club having been obtained as required by this declaration, and Lake Limerick Country Club shall have the power to require correction of the irregularity or, or enter in, and correct same, and bill for necessary services.*

~~e.~~ *Before starting any construction, clearance must also be secured from appropriate Mason County, Washington State, and other governing bodies.*

VI

a. *No lot in this tract may be subdivided EXCEPT:*

   (1) *Where, in the case of 3 contiguous lots, the outside 2 lots each are increased in size by a portion of the middle lot. In the event, rule VI-b relative to one single family dwelling would hold permitting only 2 houses on the 3 lots.*

   (2) *Where in the opinion of Lake Limerick Country Club, a division of a lot would not be detrimental to the neighboring lots or the Track.*

b. *No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on lots in this Tract, EXCEPT as specifically permitted elsewhere in these restrictions, other than one single family dwelling per lot designed for occupation for not more than one family together with appurtenant outbuildings provided however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous are held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private out buildings and grounds appurtenant to such main residence. Land owned by the Lake Limerick Country Club including the Green Belt areas may have buildings as may be permitted by Lake Limerick Country Club.*

c. *Outbuildings or garages erected and maintained upon on any of said lots or building sites shall conform generally in architectural design and exterior material to the finish of the dwelling houses to which they are appurtenant, and may be, but need not be attached to said dwelling.*

d. *There shall not be erected or maintained on lots in said Tract any residence which will have a living area on first floor of less than 600 square feet, exclusive of carports, garages and covered porches unless approved by Lake Limerick Country Club, with the following exceptions: Lots 249 through 267 have a minimum building requirement of 720 square feet; and lots 268 through 304 have a minimum building requirement of 800 square feet.*

e. *No building shall be erected nearer than 30 feet from street lot lines and must maintain side lines of 5 feet,- EXECPT that roof lines may extent to 3 feet from side lot lines. On lake or stream lots, no building or structure shall be erected, located or maintained nearer than 50 feet from the waterfront lot lines. On the golf course lots, no building or structure shall be erected,*

located or maintained nearer than 50 feet from the golf course lot lines except as permitted to fences as in item VI-i below.

f. *A shed, tent, garage, trailer or other outbuildings may be used as a residence temporarily or permanently with the approval of Lake Limerick Country Club.*

g. *No building or structure shall be moved onto any land embraced in said Tract from any land outside of said subdivision without permission of Lake Limerick Country Club.*

h. *Until January 1, 1975, no person, except Declarant or its duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind, EXCEPT that an owner may place his own "For Sale" sign on his property, and a builder may place his sign during construction and subsequent offer for sale.*

i. *No fence, wall or hedge shall be planted; erected, located or maintained upon any of said lots in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract. Lake Limerick Country Club shall have the power and authority to modify the conditions and restrictions contained in this subdivision (i) of paragraph VI as to any lot in said Tract, if Lake Limerick Country Club, in its absolute discretion, deems it necessary or advisable to do so. Fences shall not be erected, located or maintained on any lot nearer than 15 feet to any front lot line, AND, on the Lake Front Lots and stream-front lots, no nearer than 50 feet from the Lake Lot Lines and the stream front lot lines; and on the golf course lots, no nearer than 30 feet from the golf course lot lines.*

j. *Construction of docks or other structures extending into Lake Limerick or into or over any body of water or stream must be approved by Lake Limerick Country Club.*

k. *The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings or structures are fully completed and painted. All structures shall be complete as to external appearance, including finished painting within 10 months from date of commencement of construction, unless prevented by cause beyond the owner's control.*

l. *Lake Limerick Country Club shall establish boat speeds on Lake Limerick and generally control operations of boats as to size, speed, water skiing, powerboats, etc.*

m. *Outside fires may be built only as permitted by the governing authorities of Mason County, State of Washington and the Forest Service.*

n. Declarant will deed to State of Washington Department of Game, one or more waterfront lots as a public access for fishing purposes.

Clearance for site distance at railroad crossings as prescribed by Article RCW 47.32.140 will apply to lots 198, 199, 267, and 268.

VII

At the discretion of the Declarant, certain lots may be reserved for the specific purpose of constructing a well, erecting and maintaining thereon a water storage tank or tanks and for all purposes necessary to a water system. At such time as such use is discontinued or abandoned, said lots shall thereafter be used for the purpose of erecting and maintaining single family dwellings and shall be subject to all the covenants, conditions and restrictions herein contained which are applicable to such single family dwellings.

Declarant will furnish water in the streets in front of all lots. Each lot owner member of Lake Limerick Country Club shall be entitled to one hook-up to the private water system upon its installation. The cost of the hook-up, materials and labor to be paid for by the owner of the lot. Any charge for water service will be based on a rate not to exceed the rate as permitted by the Washington State Public Service Commission.

The Declarant will install and operate the water system until such time as the Lake Limerick Country Club, Inc. is duly formed and it is determined that a transfer to the Lake Limerick Country Club is in order. The buyer and Declarant further agree that the Declarant, at its discretion may transfer, free of charge, ownership, control and maintenance and operation of the water system to the non-profit Lake Limerick Country Club, Inc. of which the buyer is a member. Lots 230 and 231 are reserved for water system.

VIII

No horses, cattle, cows, sheep, rabbits, pigs or other animals, fowl or poultry shall be kept, raised or permitted on said Tract or any part thereof, except that domestic cats, dogs and birds may be kept as household pets upon said Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. The actual number permitted may be determined by Lake Limerick Country Club. Declarant may establish stables for the benefit of lot purchasers and for the operation of riding stables.

IX

Declarant hereby reserves and further declares that upon conveyance of any lot in said Tract, there is reserved the following:

a. All the water rights in, under, or flowing over said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom.

b. *All lots shall be subject to an easement five feet in width and parallel with and adjacent to all lot lines for purposes of installation and maintenance of utilities and drainage.*

c. *Any conveyance by the Declarant shall except such easements so reserved from any grant or conveyance hereafter made of said Property.*

X

The owner of each lot of said Tract shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, the Declarant, its successors or assigns, hereby reserve the right to enter upon the property of such owner and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Declarant, its successors or assigns within (5) five days after written demand therefore. If not paid, said charges may be foreclosed as a lien against the lot and the lot owner shall be responsible for costs and reasonable attorney fees.

XI

Said Tract shall not, nor any part thereof, nor any lot or building site therein be used for the purpose of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas or other hydrocarbon substances, minerals or ores of any kind, EXCEPT as reserved by previous owners and properly recorded in the office of the Mason County Auditor; And EXCEPT that Declarant may drill for water as required to supply lot owners in Lake Limerick Development.

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon witch may be or become an annoyance or nuisance to the neighborhood.

Ho hunting shall be permitted and the use of firearms is prohibited within the Tract.

XII

The owners of any lot in said Tract or portion of said Tract shall be bound by the Articles of Incorporation and the By-Laws of the Lake Limerick Country Club. Dues and Assessments as levied in accordance with said By-Laws and Articles of Incorporation of Lake Limerick Country Club shall constitute a lien against the lots in the Tract described

in Article I and can be foreclosed by Lake Limerick Country Club in the manner provided by the laws of the State of Washington for the foreclosure of liens, including interest on the amount due together with reasonable attorney fees.

XIII

The covenants, conditions and restrictions herein contained shall run with said land, for the mutual benefit of all the members and their lots and building sites in said Tract.

XIV

Upon any breech or violation of any of the conditions, covenants, restrictions or reservations herein contained, the premises directly affected by such breech or violation shall forthwith revert to Declarant, or its successors in interest in the ownership of the reversionary rights herein, who shall have the right of immediate re-entry and possession; provided, that a breech of any of the said covenants, conditions, restrictions and reservations and/or any reversion of title as herein provided shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to said premises or any part thereof, but all said covenant, conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

The violation or breech of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or the Lake Limerick Country Club and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

The result of every act or omission whereby any covenant, condition, restriction or reservation herein contained is violated, in whole or in part, is hereby declared to be and shall constitute a nuisance and every remedy allowed by law or in equity against an owner shall be applicable against every such result and may be exercised by Declarant, Lake Limerick Country Club, or the owner or owners of any lot, building site or portion of said Tract.

In any legal or equitable proceeding for the enforcement or to restrain the violation of any provision of this declaration, the prevailing party shall be entitled to recover such reasonable attorney's fees as the court shall award from the unsuccessful party or parties.

The remedies contained and set forth in this Article XIV shall be cumulative and not exclusive.

XV

After January 1, 1975, the owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55 percent of the total area of all of said property may, at any time, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the office of the County Auditor of Mason County, State of Washington.

XVI

Any and all of the rights, powers and reservations of the Declarant and/or Lake Limerick Country Club herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or Lake Limerick Country Club pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extant of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant and/or Lake Limerick Country Club.

XVII

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Lake Limerick Country Club, and the owner or owners of any portion of said Tract, or their and each of their legal representatives, heirs, successors and assigns.

DATED this_____ day of_____, _____.

LAKE LIMERICK COUNTRY CLUB

_____
SCOTT CAREY, President

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this_____ day of_____, _____, personally appeared before me SCOTT CAREY, personally known to me or provided to me on the basis of satisfactory evidence to be the President of LAKE LIMERICK COUNTRY CLUB, 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 he is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known □
Affiant Produced ID □
Type of ID_____

_____
PRINT NAME:_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing in
_____
My commission expires: _____