

DECLARATION of RESTRICTIONS

(LAKE LIMERICK—DIV. 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 the 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.

Declarant hereby establishes an "Architectural Committee" which shall continue under the direction of the Declarant until January 1, 1975 at which time authority over said committee may be transferred to the Lake Limerick Country Club, EXCEPT that Declarant may transfer at an earlier date to a lawfully established governing body of the Lake Limerick Country Club, Inc. Duties and powers of the "Architectural Committee" are detailed in the following covenants, restrictions, etc., but are not necessarily restricted thereto.

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, remodeled, placed, maintained 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 scheme shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee" which shall be composed of three (3) members, selected as hereinafter set forth.

b. The members of the Architectural Committee shall be selected and appointed by Declarant. Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by De-

clarant. The Architectural Committee shall be initially composed of the following three members:

Kenneth W. Engel
Mark J. Antoncich
Allan F. Osberg

c. Said plans and specifications shall be delivered to the office of Declarant at 5125 - 25th Avenue N.E., Seattle, Washington (98105), or at any such other place as shall be designated by Declarant or its authorized agent.

d. Said Architectural Committee 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 the reasonable dissatisfaction of the Committee 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 the reasonable judgment of the Committee 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. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

e. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee 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.

f. If the Committee fails to approve or disapprove such plans and specifications and plot plan within 20 days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the Committee 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 the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

g. Before starting any construction, clearance must also be secured from the appropriate Mason County Governing bodies.

h. The powers and duties of the Architectural Committee shall cease after 2010, unless prior to said date and effective thereon a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee, and providing the procedure for appointing his or their successors.

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 this event, rule VI-b relative to one single family dwelling would hold permitting only 2 houses on 3 lots.

(2) Where in the opinion of the Architectural Committee, a division of a lot would not be detrimental to the neighboring lots or the Tract.

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 outbuildings 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 said Country Club and the Architectural Committee.

c. Outbuildings or garages erected and maintained upon 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 dwellings.

d. There shall not be erected or maintained on lots in said Tract any residence which shall have a living area on first floor of less than 600 square feet, exclusive of carports, garages and covered porches unless approved by the Architectural Committee, 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—EXCEPT that roof lines may extend 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 pertains 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 the Architectural Committee.

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 the Architectural Committee.

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. The Architectural Committee 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 said Architectural Committee, 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 the Architectural Committee.

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. The Architectural Committee 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 the 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 the Architectural Committee. 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 the 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 five (5) days after written demand therefor. 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 shall 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 which may be or become an annoyance or nuisance to the neighborhood.

No 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 the 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 and shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all the lots and building sites in said Tract.

At any time prior to December 31, 2010, the owners of record of lots or building sites in said Tract, subject to this Declaration, having an aggregate area equivalent to not less than 55 per cent of the total area of all of said property may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract to December 31, 2025, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the Mason County Auditor, Shelton, Washington.

The easements and reservations herein contained shall be perpetual unless released by the Declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

XIV

Upon any breach or violation of any of the conditions, covenants, restrictions or reservations herein contained, the premises directly affected by such breach or violations 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 breach of any of the said covenants, conditions, restrictions or 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 covenants, conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or the Lake Limerick Country Club and/or the Architectural Committee 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, the Architectural Committee, 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 attorneys' 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 per cent 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 and/or the Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or Lake Limerick Country Club and/or the Architectural Committee 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 extent 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 and/or Architectural Committee.

XVII

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

IN WITNESS WHEREOF, The Declarant herein has caused its name to be hereunto subscribed by its duly authorized agents the day and year first above written.

LAKE LIMERICK ASSOCIATES

By.....
Vice-President of Osberg Construction Co., Inc.

By.....
President of Lake Limerick Corporation

STATE OF WASHINGTON
COUNTY OF KING

On this.....day of....., 1966, before me personally appeared Allan F. Osberg to me known to be the vice-president of Osberg Construction Co., Inc., and Mark J. Antoncich to me known to be president of Lake Limerick Corporation (the combination of the two corporations being known as Lake Limerick Associates) who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Lake Limerick Associates, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument and that the seals affixed are the corporate seals of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

.....
Notary Public in and for the State of
Washington residing at Seattle.