

RETURN ADDRESS

Document Title(s)

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS AND BYLAWS

Reference Numbers(s) of related documents

Additional Reference #=s on page

Grantor(s) (Last, First and Middle Initial)

LAKEMONT HOMEOWNER'S
ASSOCIATION

Grantee(s) (Last, First and Middle Initial)

THE PUBLIC

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

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Mary R. Bailey

Signature of Requesting Party



Lakemont Homeowners' Association

Declaration of Protective Covenants, Conditions, and Restrictions and Bylaws

Lakemont Division One and Two; Thurston County, Washington

We, the owners of property located within all plats of Lakemont Division one and two, and all future additions, in order to promote the health, safety and welfare, to provide for the maintenance and preservation of the aesthetic qualities of above said property, and to provide for control of structures to be erected, or other improvements upon said property, on this the SIXTEENTH (16th) day of JANUARY, 2020, do hereby covenant and agree with each other as property owners, to keep the covenants hereinafter set forth, and which are hereby made applicable to above described platted real property known as "LAKEMONT", and we further agree that these covenants, conditions and restrictions, after approval same in accordance with the procedure outlined in Article 7.1 herein, shall be binding upon us to the extent provided in such covenants and subject to which covenants, conditions and restrictions all of such property shall be owned, held and used.

Article 1: Definitions

1.1 "Association" shall mean and refer to the Lakemont Homeowners' Association ("HOA"), a nonprofit corporation organized under the laws of the State of Washington, its successors and assigns. The association shall consist of all owners holding fee simple title to any lot or lots within Lakemont; as such owners are defined in section 1.2 herein.

1.2 "Owner" shall mean and refer to the owner of legal record, within LAKEMONT, whether one or more persons or entities, of a fee simple title to any lot or lots, which is or are part of LAKEMONT, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation such as a lending institution.

1.3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision made of LAKEMONT, excluding all "common areas" and Lots ONE through FIVE (1-5), which have their own waterfront access and are wholly excluded and separate from the Lakemont HOA and the rights, privileges, and the Association's shared ownership of Lot SIX (6), a designated "common area."

1.4 "Common Area(s)" shall mean and refer to all real property now or hereafter owned and acquired by the lot Owners within LAKEMONT for their common use and enjoyment.

1.5 "Board of Directors" or "the Board" or "Directors" mean and refer to the elected Officers of the Lakemont Homeowners' Association, as defined in Article 6.1 herein.

1.6 "Covenants" shall refer interchangeably and equally to all Covenants contained herein as well as to all Covenants, Conditions, and Restrictions and Bylaws contained and incorporated here by reference and giving to all such provisions their full force and effect.

Article 2: Residential Area Covenants

2.1 Land Use and Building Type

No privately-owned real property within Lakemont shall be used except for residential purposes. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling and private garage for not more than THREE (3) vehicles. Buildings shall not exceed two stories in height.

2.2 Structural Oversight

2.2-1 No residential building, wall, hedge or mass planting, other than foundation planting shall be erected or planted on any lot until the location and design of the structure or planting shall have been approved by the Board of Directors. Items not requiring pre-approval from the Board include: storage sheds, mobile chicken coops, or hutches, provided that they adhere to the setback restrictions from property lines that are applicable for each situation. In the event that the Board fails to approve or disapprove of an Owner's proposal within ten (10) days after the proposal and all supporting documentation is properly submitted to the Directors, then the project shall be deemed approved.

2.2-2 No building shall be located on any Owner's lot nearer to the front, rear, or the side lot lines such that the building fails to comply with the Thurston County codes for set back and/or placement on said lot.

2.2-3 No permanent building or structure of size and purpose requiring county permitting shall be erected, placed or altered on any lot until the construction plans and specifications, together with a plan showing the location of the structure, has been approved by the Board of Directors. Proposals should further include information regarding proposed quality of workmanship, identify all proposed construction materials, and detail how the external design of the new structure will harmonize with any existing structures, including any changes to the lot topography and finished grade elevation.

2.2-4 No dwelling shall be permitted on any lot at a cost of less than forty thousand (\$75,000.00) dollars, based upon cost levels prevailing on the date that these covenants are recorded. It being the Association's intention and purpose of these 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 that these Covenants are recorded and at the minimum cost stated herein for the minimum size dwelling permitted.

2.2-5 The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than twelve hundred (1200) square feet for a one-story dwelling, nor less than eight hundred and fifty (850) square feet for a dwelling more than one story. No dwelling shall exceed two stories in height.

2.2-6 No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of a property line adjacent to the edge of any open water source, except that

clean fill may be placed nearer than twenty feet provided that the natural water source is not altered, blocked or otherwise impeded by such fill.

2.2-7 No fence, wall, hedge or shrub planting which will obstruct sight lines at levels between two (2) and six (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 the line connecting them at points between twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the property lines extended.

The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of street property lines with the edge of a driveway or alley pavement.

No tree shall be permitted to remain with such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

2.3 Nuisances

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or shall become an annoyance or nuisance to the neighbors. As used in these covenants, a "nuisance" constitutes any act, failure to act, occupation, or use of property that injures, or endangers the safety, health, comfort, or repose of any member in Lakemont; Interferes with, obstructs, or renders any street dangerous for passage; Or, in any way renders the members insecure in life or the quiet use and enjoyment of their property. Any definition of private or public nuisance as provided for by the laws of the State of Washington or at common law shall be incorporated and included in this definition. Examples of nuisance shall include, but not be limited to, the following:

2.3-1 Placing, keeping, or storing any rubbish on any lot where visible from the street, or adjoining lots or placing, keeping, or storing any firewood on any lot which is not stacked neatly beside or behind the residence.

2.3-2 Parking or storing any vehicle, unregistered or in disrepair, on any lot unless such vehicle is parked or stored in a garage or is fully covered at all times by a durable non-transparent cover designed for such purpose. Unregistered vehicles or vehicles in disrepair may not be parked on the streets inside Lakemont without prior approval from the Board as explained in Article 2.3-6.

2.3-3 Failing to store rubbish in attractive, covered containers designed and sold for that purpose.

2.3-4 Using or permitting the use of any structure of a temporary nature, recreational vehicle, trailer, tent, or accessory building as a permanent or temporary residence.

2.3-5 Impeding the free flow of traffic on any street by failing to trim back any hedge, bush, tree or other planting.

2.3-6 Keeping or parking any vehicle on streets within the community or on any lot except in a garage, driveway or an adjacent area paved with concrete, asphalt, or crushed rock must be approved by the Board of Directors.

2.3-7 If, after proper investigation, an Owner is found permitting a nuisance within LAKEMONT, the Board may order the attachment of a five thousand (\$5,000.00) dollar lien against the offending Owner's property and assess a fine of five dollars (\$5.00) per day each day until the nuisance is abated. The offending Owner agrees to compensate the Association for its attorneys' fees and/or legal costs incurred to enforce these Covenants.

2.4 Signs

No commercial sign of any kind shall be displayed to public view on any lot, building, or structure, except signs used by a builder to advertise the property during construction, or by a homeowner or his/her designated representative to advertise the sale or rental of the property as a residential dwelling. This language in no way prohibits the outdoor display of political yard signs or of the Flag of the United States of America, both of which are expressly permitted by statute.

2.5 Incinerators & Fireplaces

No outdoor or indoor fireplace incineration of materials emitting noxious or toxic fumes will be permitted. The intent of this covenant is to restrict burning to biomaterials only, such as unpainted and untreated wood, pellets, or charcoal. Any incinerator or fireplace and the materials used therein must comply with all County or State laws, codes or ordinances, including burn bans or other restrictions.

2.6 Temporary Structures

No structure of temporary character, including but not limited to trailers, basement houses, tents, garages, barns or any other building shall be used on any lot at any time as a residence either temporarily or permanently.

When referring to trailers, this term shall include all form of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of such instrumentality is or is not the conveyance of persons or objects, and specifically including all automobiles, buses, trucks, vans, trailers, motorhomes and mobile homes even though they may be temporarily or permanently immobilized.

2.7 Businesses

No continuing type of visible business shall be conducted on any lot or within any dwelling or structure. No continuing form of advertising shall be allowed on residential property except advertising for the sale or rent of a property.

2.8 Animals

2.8-1 Dogs, cats or any other customary house pets may be kept, provided that they are NOT maintained for any commercial purposes. House pets shall not be kept in such numbers or under such conditions as to constitute a nuisance as defined in Article 2.3.

2.8-2 Limited animal husbandry of small farm animals shall be permitted for personal use. This activity shall be limited in accordance with Thurston County and City of Lacey statutes for "urban farming," including but not limited to the following provisions:

(1) Domestic fowl and rabbits:

(a) The maximum number of all fowl permitted accessory to a single-family residential home on an urban lot shall be one per one thousand square feet of lot area, up to a maximum of ten.

(b) Roosters, geese, turkeys, peacocks and all exotic species are prohibited.

(c) Rabbits kept in accordance with recommendations of the American Rabbit Breeders Association (ARBA) and a minimum three and one-half square feet of hutch space per rabbit up to a maximum of four rabbits.

(d) Structures housing domestic fowl or rabbits must be located and designed as follows:

(i) Located a minimum of ten feet away from property lines.

(ii) Designed to prevent rodents by incorporation of one of the following:

(1) Raising the floor area eight to twelve inches above grade.

(2) Portable pens moved every few days with cleanup of ground.

(3) Other techniques that have similar results.

(2) THE FOLLOWING ARE NOT PERMITTED INSIDE LAKEMONT: the keeping of bovine, swine, equine, goats, or farm animals other than the aforementioned domestic fowl and rabbits.

2.8-3 Be a good neighbor! When an issue arises, adjacent neighbors with concerns should first attempt to address them with their neighbor. Homeowners choosing to utilize your property in this fashion must be proactive in the care, cleanliness, and maintenance of their domestic fowl and/or rabbits.

2.9 Water Supply

No individual water supply shall be permitted on any lot.

2.10 Garbage and Refuse Disposal

No lot shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Rubbish includes, but is not limited to: household waste, broken or discarded furniture, household wares, equipment, furnishings, personal belongings, yard waste, tree, lawn, shrub, ground cover, gardening cuttings, discarded food, cans, bottles, packing and waste paper as well as gasoline or any other hazardous chemicals or materials.

Should the Owner fail to remove such rubbish within ten (10) days following the date on which written notice of removal is provided to the violating Owner by the Board of Directors, the Board may order the attachment of a seven thousand five hundred dollar (\$7,500.00) lien against the offending Owner's property and assess a fine of five dollars (\$5.00) per day each day until the

nuisance is abated. The offending Owner agrees to compensate the Association for its attorneys' fees and/or legal costs incurred to enforce these Covenants.

ALL HOMEOWNERS MUST UTILIZE SERVICES OF THE COMPANY DESIGNATED AS THE APPROVED GARBAGE COLLECTION SERVICE FOR OUR NEIGHBORHOOD. THE PROPERTY OWNER MUST PROVIDE FOR WEEKLY GARBAGE SERVICE FOR THEIR PROPERTY WITHIN THE LAKEMONT HOA AND IS FINANCIALLY RESPONSIBLE TO ASSURE THIS WEEKLY COLLECTION CONTINUES, REGARDLESS IF THE PROPERTY IS OWNER OCCUPIED OR SUBLETTED OUT TO A RENTING PARTY ON THEIR PROPERTY!

The Homeowner who leases out their property may choose to incorporate this expense into their lease agreements with tenants, but the homeowner is the one responsible to the Association for ensuring that they are timely tendering payment for garbage collection services. The homeowner is the potential recipient of liens and/or fines being attached to their property if compliance is not met. Applicable attorney fees for said action may also be assessed.

2.11 Parking and Storing of Vehicles and Trailers

No form of vehicle or trailer shall be parked or stored on a permanent or regular basis, nor maintenance performed upon said items, on community streets or on any lot except for driveways or prepared hardstand such as concrete, asphalt or hard gravel, unless the vehicle or trailer is not visible to public view.

2.12 Vehicle in Disrepair

No owner of any real property within Lakemont shall permit any vehicle in disrepair to be abandoned or to remain parked outdoors and exposed upon any lot for a period in excess of thirty (30) days. A vehicle shall be deemed to be in disrepair when, by a vote of a simple majority of the members of the Board of Directors, the condition of a vehicle constitutes a nuisance to the Association and/or other property Owners within the community.

2.12-1 Disrepair is defined as the vehicle appearing substantially damaged, abandoned, or in otherwise derelict condition. Factors may include, but are not necessarily limited to:

- (a) Broken or missing parts essential for operation, severe rusting, or any condition that appears to render the vehicle inoperable or unsafe for its intended operation;
- (b) The vehicle's fair market value is essentially equal to its scrap value;
- (c) The vehicle is unregistered, the vehicle's registration is expired, or the vehicle has no license plate;
- (d) The vehicle has not operated as a vehicle for three (3) months or longer;
- (e) The vehicle is not properly insured.

2.12-2 Should any Owner fail to remove an unregistered, abandoned, or vehicle in disrepair within ten (10) days following the date on which written notice of removal is provided to the violating Owner by the Board of Directors, the Board may have the vehicle removed and bill the violating Owner for the charges. In addition, the Board may attach a seventy-five hundred (\$7,500.00) dollar

lien against the property and a fine of five (\$5.00) dollars per day until removed. The offending Owner agrees to compensate the Association for its attorneys' fees and/or legal costs incurred to enforce these Covenants.

2.13 Prohibition of firearms, air rifles, air pistols, bows and arrows, and other weapons and Fireworks

The use or discharge of firearms, air rifles, bows and arrows, and other dangerous weapons shall be prohibited within the common areas of Lakemont. Owners must comply with all federal, state, and local laws and regulations regarding the operation, usage, and storage of firearms on their respective lots. This rule shall not be construed or applied in any manner which infringes upon any Owner's constitutionally protected rights. Any operation of fireworks within the Lakemont HOA shall be in compliance with applicable State and County laws and regulations.

2.14 Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within the easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or that may change the direction of the flow of drainage channels in the easement, or which may otherwise obstruct or impede the easement. The easement area of each lot and all improvements thereon shall be maintained continuously by the Owner of the encumbered lot, except for those improvements for which a public authority or utility company is responsible.

2.15 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 Thurston County Department of Public Health and Social Services. Approval of such system as installed shall be obtained as required from Thurston County.

Article 3: Covenant Assessments

3.1 Creation of Lien and Personal Obligation of Assessments

The Owner of any real property within Lakemont by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to have ownership in accordance with these Covenants, Conditions, Restrictions and Bylaws associated with said property, and agree to timely pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements. Annual assessments shall not be increased except by approval of a simple majority of owners in Lakemont. Special assessments for capital improvements shall require approval by simple majority vote of the Board of Directors. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against each such assessment is made. Every assessment, together with any due interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Owner

? don't need the phrase

of that assessed lot at the time that the assessment became due. The existing Owner's personal obligation for any delinquent assessment shall not pass to his or her successor in title unless expressly assumed by the purchaser. At the time of the sale, the departing Owner shall cure any arrearage by reimbursing the Association directly from the proceeds of the lot sale.

3.2 Use of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, and for the improvements and maintenance of the common areas and Lot #6 within Lakemont.

3.3 Notice

Notice of all Board meetings, including those concerning assessments as described in Article 3.1, will be provided to all Owners in writing in accordance with the procedures set forth under RCW 64.38.035.

3.4 Uniform Rate of Assessment

Annual and special assessments shall be fixed at a uniform rate for each single-family residence.

3.5 Date of Commencement of Annual Assessment

The annual assessment shall be applied against each Owner's lot for the upcoming year, payable to the Association in full and in advance every year by the due date. The due date for Owners to pay their assessment fees to the Association shall be April 15th of each year.

The Board of Directors shall fix the amount of the annual assessment against each lot and deliver notice of the assessment to each Owner at least thirty (30) days in advance of each annual assessment period. Any increase in the annual assessment shall require prior authorization in accordance with the procedures set forth in Articles 3.1 and 3.3 of these Covenants.

The current rate of the dues assessment is available upon request to the HOA Secretary/Treasurer and will be identified clearly on an annual statement and reported upon by the Treasurer at the Association's annual meeting. The Association shall, upon demand and for a reasonable fee, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

3.6 HOA Annual Fees & Dues

3.6-1 Owners shall have a forty-five (45) day grace period beyond the annual due date period to tender their assessment payment to the Association before the Board takes any action to seek payment of the assessment.

** at discretion of the Board*

3.6-2 Following the expiration of the 45-day grace period, the Board shall issue a First Notice of Delinquency. The Board shall mail the written Notice to the delinquent Owner via certified and regular mail. The Owner shall then have Fifteen (15) days to cure any arrearage before the Owner may be considered non-compliant with the First Notice issued by the Board.

3.6-3 Following the expiration of the First Notice, if the Owner remains delinquent, a Second Notice of Delinquency shall be mailed to the Owner and said Owner shall be afforded a second Fifteen (15) day period to cure any arrearage as described in Article 3.6-2.

3.6-4 Following the expiration of the Second Notice, if the Owner remains delinquent, then the Board will forward both Notices and all supporting documentation to the Association's attorney with instructions to commence legal action to enforce these Covenants. The delinquent Owner agrees to compensate the Association for its attorneys' fees and/or legal costs incurred to collect assessments properly owing under these Covenants.

3.6-5 Late fees for delinquent assessments shall accrue beginning at the expiration of the grace period, forty-five (45) days after the annual due date, at a rate of \$25.00 per month and shall be added to the delinquent Owner's HOA assessment billing.

3.6-6 Upon exhaustion of all efforts described in Articles 3.6(1-5), after an Owner has remained in delinquent status for a period of six (6) months, the Board shall direct its attorney to take the necessary legal action on behalf of the Association to collect the delinquent assessment through the pursuit of any remedy afforded to the Association under the laws of the State of Washington. The delinquent Owner agrees to compensate the Association for its attorneys' fees and/or legal costs incurred to collect assessments properly owing under these Covenants.

Article 4: Common Areas

4.1 General

The covenants previously outlined in Article 2, "Residential Area Covenants" pertain equally, where and as appropriate, to common use areas. Wherever questions or disputes arise concerning the common areas, they will be referred to the Board of Directors for resolution.

4.2 "Common Use Areas" Defined

Common use areas are those dedicated solely to the purpose of providing recreation, green belts and playground areas and pathways to the Owners of Lakemont, their families and guests. No other purpose, no matter how temporary, will be permitted. Damage to the common areas or to facilities located thereon by guests of Owners shall be the liability of such Owners. Lot six (6) is hereby designated as a common area, to be held and used in common by all of the Owners of lot forty three (43) and tract A of Atchison's First Patterson Lake Addition, and that part of Government Lot four (4) lying Southerly of Mullen Road, and that part of Government lot (5) lying Northerly and Westerly of said Atchison's First Patterson Lake Addition, in Section 34, Township 18 North, Range 1 West of the Willamette Meridian excepting therefrom the East 30 feet of said portion of Lot four

(4), together with adjacent second class shore lands, which land includes the land incorporated within the plat of Lakemont Division One (1) and Two (2), excluding therefrom, however Lots (1) to five (5), inclusive, as shown on the plat of Lakemont Division one (1).

4.3 Lot Six (6):

4.2-1 The ownership of lot Six (6) shall be vested in the Owners of all lots included in the plat of Lakemont Division one (1) and two (2) and in all lots (as described in 4.2-3) in the remaining land herein above described in the portion of an undivided 1/49th interest to each Owner.

4.2-2 Each undivided interest shall be appurtenant to each individual lot and shall run with the land.

4.2-3 Lot Six (6) shall serve as a community access point for the Association to the waters of Pattison Lake and shall be accessed and utilized for recreational purposes only.

4.2-4 The storage of personal watercraft in the shared access area is prohibited.

4.2-5 The access and use of Lot Six (6) is restricted to the Owners of the various lots situated within the parcel of land hereinabove described, and on record as the Lakemont Homeowners' Association. Excluded and separate from the Lakemont HOA are Lots one (1) through five (5), that are inclusive of the Thurston County Plat of Lakemont Division One (1) and Two (2). Since these properties are not part of the Lakemont HOA, the members of the immediate family of such owners and their guests are prohibited from the use and privileges associated with the Lot 6 common area property belonging to the Lakemont HOA.

4.2-6 For the security and protection of Lot Six and the interest of the HOA and its membership, security fencing, gates, and locks will be used. Key(s) to access the secure area of Lot Six shall be furnished to each Owner after delivery of a refundable fifty-dollar (\$50.00) deposit to the Association. The deposit shall be refunded within fourteen (14) days after the Owner returns the key(s) to the currently appointed Association Treasurer or Secretary. In the event an Owner loses their key, their \$50.00 deposit is forfeit to the Association. That Owner may request and shall be furnished replacement key(s) after payment of a new refundable \$50.00 deposit.

4.2-7 Taxes and maintenance costs for Lot Six (6) shall be borne jointly by the Owners in proportion to their respective interests therein.

4.2-8 Supervision of Lot Six (6) shall be entrusted to the Board of Directors.

4.2-9 All provisions contained in these Covenants will be applicable to all land herein above described.

Every Owner current in the payment of their assessed dues shall have the right to access, use and enjoy the common areas. The Board may by simple majority vote temporarily terminate the right of any Owner to access the common area who is presently delinquent in the payment of their assessments or otherwise in violation of these Covenants.

4.3 Vehicles Usage within Common Areas

No form of vehicle or trailer shall be operated, parked, stored, maintained or driven within the confines of the common areas, except a vehicle may be driven to and from the boat launch on Lot Six (6) along the access road on the South side of the Lot.

Parking at Lot Six is restricted to residents engaged in the use and enjoyment of the Lot. Vehicles appearing to be abandoned or parked long term without an attending Owner may be towed at the vehicle owner's expense.

4.4 Preservation of Natural Beauty

To preserve the natural beauty of the common areas, no trees, shrubs, or plants shall be cut, dug, trimmed, moved or in any way modified, enhanced, or diminished to change the vegetation's natural state unless approved in advance by the Board of Directors.

4.5 Dumping and Storage of Rubbish Waste in Common Areas

No storage, dumping, or burning of trash, garbage, rubbish or other waste shall be allowed within the confines of the common areas.

The Association, on a seasonal basis, may provide weekly garbage service for the shared access area as a convenience. Owners and their guests are always responsible and pick up after themselves.

4.6 Improvements in Common Areas

No improvements of any type shall be built or placed on the common areas, except those improvements which have been authorized in advance by the Board of Directors. Only those improvements which are beneficial to the Association will be permitted.

Article 5: Architectural Control Committee

5.1 Membership

The membership of the "Architectural or Structural Control Committee" shall consist of the Board of Directors, who have the responsibility and authority to perform all functions traditionally reserved for the Architectural Control Committee. The Board of Directors is empowered to act on the behalf of the Association to address matters and act on issues according to the Articles set forth in these Covenants, Conditions, and Restrictions and Bylaws. A separate Architectural or Structural Control Committee will not be named, appointed or elected.

Article 6: Association Bylaws

6.1 Election of Officers

6.1-1 The Board of Directors shall be comprised of 8 total Officers as follows: PRESIDENT; VICE PRESIDENT; SECRETARY; TREASURER; and FOUR (4) additional Board Members serving at large.

6.1-2 Elections for all positions on the Board shall take place every two (2) years and elected Officers shall serve a two-year term unless they are removed or resign their position before the expiration of their term.

6.1-3 The election of Officers shall take place in odd numbered years by written ballot during the month of September. The new Officers shall take over duties of their elected offices effective January 1st of the year following their election.

6.1-4 No more than one member of any household may serve as a Board Member at any time. There are no term limits for service on the Association's Board of Directors.

6.2 Board Powers and Responsibilities

6.2-1 The Lakemont Homeowners' Association Board of Directors shall be primarily responsible to act on behalf of the Association. The Association hereby authorizes the Board, on its behalf, to exercise any and all of the Association's powers as provided for under RCW 64.38.020, or as may otherwise be necessary in the good-faith exercise of its duties.

6.2-2 The Board of Directors agrees to exercise the degree of care and loyalty required of an officer or director of a corporation, and further agrees to otherwise comply with all legal requirements and responsibilities associated with Board membership including, but not limited to, those provided for under RCW 64.38.025, but specifically excluding RCW 64.38.025(5), which will be governed by the process outlined under Article 6.3.

6.2-3 Only the President or Vice President of the Board of Directors may delegate affairs of the Association to other persons outside the Association or to a managing agent.

6.2-4 Primary responsibility for the preparation, execution, certification, and recording of amendments to these Covenants, Conditions, and Restrictions and Bylaws on behalf of the Association shall fall upon the current President or Vice President of the Board at the time such amendments are executed. The President or Vice-President may, at their discretion, assign these responsibilities to another Board Member.

6.3 Officer Termination

6.3-1 Officers elected to the Board serve a two-year term and surrender their powers to the Officer-elect chosen by the Owners to replace them as provided for under Article 6.1-3.

6.3-2 Officers are free to resign their position at any time, with or without cause. Reasonable notice of an Officer's intent to resign at least thirty (30) days before the resignation becomes effective is appreciated, but not mandatory. The Association shall fill any vacancy caused by the resignation of any Officer by the nomination and affirmation of an interim replacement by simple majority vote of the Board. The interim Officer shall only serve the remainder of the resigning or departing Officer's term and, if they desire to continue serving the Association, run for re-election as set forth under Article 6.1-3.

6.3-3 Officers may be removed prior to the expiration of their term, with or without cause, by a two-thirds (2/3) vote of the voting power of the Association, in person or by proxy, and entitled to vote at any meeting of the Owners at which a quorum is present. Upon removal of a Board Member, the remaining Board Members shall hold a special election and a replacement Officer shall be elected by written ballot. The replacement Officer shall be considered an interim member of the Board and must seek re-election or vacate their office at the expiration of the remaining term.

Article 7: General Provisions

7.1 Amendment Procedures for Covenants, Conditions, and Restrictions and Bylaws

Upon approval by simple majority of owners, this Declaration of Covenants, Conditions, and Restrictions and Bylaws for Lakemont Division One and Two, Thurston County, Washington, dated November 2, 1987 and any subsequent revisions that have been published by the Lakemont Homeowners' Association, and recorded in Thurston County, State of Washington, recorded on October 2, 2007 at Recording No. 3963719, will cease to be of legal force and effect and this Declaration of Covenants, Conditions, and Restrictions and Bylaws shall replace the former and become legally binding upon the Association and all owners and given full force and effect upon its presentation and recording with the office of the Thurston County Auditor in Thurston County, State of Washington.

7.2 Covenant

These Covenants, Conditions, and Restrictions and Bylaws are to run with the land and are to be binding on all parties and all persons claiming the land and their heirs, successors and assigns for a period of ten (10) years from the date these Covenants are recorded. After the expiration of the first ten-year period, the Covenants shall be automatically renewed for successive periods of ten (10) years each, unless and until an instrument signed by a simple majority of the then Owners is recorded that modifies these Covenants in whole or in part.

7.3 Enforcement

If the parties hereto, or any of them, their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association, or any other person or persons owning any real property included in these Covenants, to pursue any remedies available in law or equity against the person or persons violating or attempting to violate any such Covenants.

7.4 Severability

If any provision of these Covenants, Conditions, and Restrictions and Bylaws or portion of such provision or the application thereof to any person, party, or circumstance is for any reason held invalid or unenforceable, the remainder of these Covenants, Conditions, and Restrictions and Bylaws (including the remainder of such provisions) and the application thereof to the person, party, or circumstances shall not be affected thereby.

7.5 Compliance with RCW 64.38.028

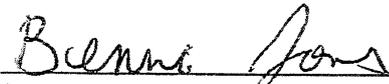
This amendment strikes from these Covenants, Conditions, and Restrictions and Bylaws those provisions that are void under RCW 49.60.224. Specifically, this amendment strikes:

- (a) Those provisions that forbid or restrict use, occupancy, conveyance, encumbrance, or lease of real property to individuals on the basis of a protected class under chapter 49.60 RCW; and
- (b) Every covenant, condition, restriction, or prohibition, including a right of entry or possibility of reverter, that directly or indirectly limits the use or occupancy of real property on the basis of a protected class under chapter 49.60 RCW.

7.6 Certification of Lakemont Homeowners' Association Covenants, Conditions, and Restrictions and Bylaws

All Articles herein contained in these Covenants, Conditions, and Restrictions and Bylaws are hereby adopted by the below Officers of the Board of Directors on behalf of and in accordance with the will and direction of the Lakemont Homeowners' Association.

DATED this SIXTEENTH (16th) DAY of JANUARY 2020.

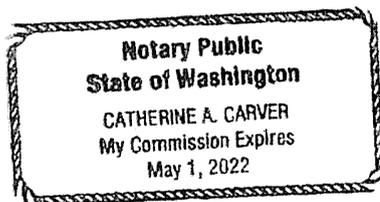


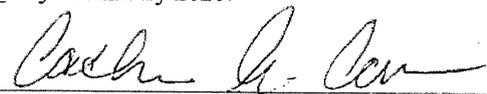
 Bennie Jones, President

STATE OF WASHINGTON)
) ss
 COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Bennie Jones is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President, an elected officer of the Lakemont Homeowners' Association, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 16th day of January 2020.





 Catherine A. Carver, NOTARY PUBLIC
 In and for the State of Washington
 Residing at Gig Harbor, Washington
 My Commission Expires: 1 May 2022

Kita P. Goforth

Kita P. Goforth, Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Kita P. Goforth is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Vice President, an elected officer of the Lakemont Homeowners' Association, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 16th day of January 2020.

Catherine A. Carver

Catherine A. Carver, NOTARY PUBLIC
In and for the State of Washington
Residing at Gig Harbor, Washington
My Commission Expires: 1 May 2022



Carl Schlegel

Carl Schlegel, Board Member

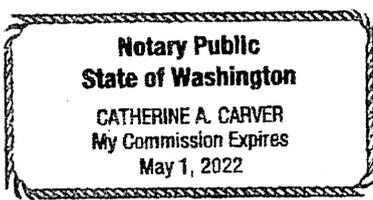
STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Carl Schlegel is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as a Board Member, an elected officer of the Lakemont Homeowners' Association, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 16th day of January 2020.

Catherine A. Carver

Catherine A. Carver, NOTARY PUBLIC
In and for the State of Washington
Residing at Gig Harbor, Washington
My Commission Expires: 1 May 2022



Julie C. Pietz
Julie C. Pietz, Board Member

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Julie C. Pietz is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as a Board Member, an elected officer of the Lakemont Homeowners' Association, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10th day of January 2020.



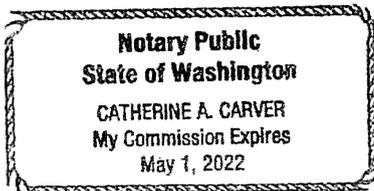
Catherine A. Carver
Catherine A. Carver, NOTARY PUBLIC
In and for the State of Washington
Residing at Gig Harbor, Washington
My Commission Expires: 1 May 2022

Terri Newman
Terri Newman, Board Member

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Terri Newman is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as a Board Member, an elected officer of the Lakemont Homeowners' Association, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10th day of January 2020.



Catherine A. Carver
Catherine A. Carver, NOTARY PUBLIC
In and for the State of Washington
Residing at Gig Harbor, Washington
My Commission Expires: 1 May 2022