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NISQUALLY PINES DIVISION NO. 5

DECLARATION OF PROTECTIVE RESTRICTIONS

THURSTON COUNTY
CLERK OF COUNTY WASH.
JUN 1 4 04 PM '70
REQUESTED BY *Land West, Inc.*
C. WESLEY LEONARDSON
222 DEPT.

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KNOW ALL MEN BY THESE PRESENTS:

LANDS-WEST, INC., a Washington corporation, and NATIONAL BANK OF WASHINGTON, a National Banking Association, being the owners and mortgagee, respectively, of the following-described real property situate in the county of Thurston, State of Washington, to-wit:

Nisqually Pines Division No. 5, according to plat thereof recorded in Volume 16 of Plats, pages 90 records of said county,

do hereby certify and declare that the following restrictions and conditions are hereby imposed on said real property, to-wit:

A. Building Restrictions and Limitations. Except for such lots as may be dedicated or used for community purposes or common usage or may be owned by the non-profit corporation, if any, to which the roads in said division may be transferred, each lot within said Nisqually Pines Division No. 5 shall be used for residential or camping purposes only and only one single-family dwelling, and such outbuildings as are reasonably necessary to such residential single-family dwelling purposes, may be constructed or maintained on each such lot; provided, however, that Lands-West, Inc., may use one lot in said division and a building thereon as a real estate office; and provided further, however, that no lot or portion of a lot within said division may be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of said division may be less than the one required for the use district in which such portion of this division is located.

1. All buildings constructed, placed or maintained, permanently or temporarily, for residential purposes on any such lot shall be of permanent nonmobile construction; provided, however, that such buildings may consist of house trailers or mobile homes on any of the lots in said Nisqually Pines Division No. 5 if each such structure on said lot is landscaped on the sides thereof facing any road in said division and on the side thereof facing the lake in said Nisqually Pines Division No. 5, such landscaping to be completed within one (1) year of placing each such house trailer or mobile home on such lots in a manner similar to the reasonable landscaping of permanent structures thereon. No residential dwelling shall be constructed, placed or maintained on any such lot unless the enclosed ground-floor area thereof, exclusive of open porches, patios, garages and other areas, contains 480 square feet or more, provided that house trailers or mobile homes are excepted from this requirement.

*Land West, Inc.
330 3rd St.
Seattle, Wash 98119*

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2. The work of constructing all structures on each such lot shall be prosecuted diligently and continuously from commencement of construction until the exterior thereof are completed and painted or otherwise suitably finished, which finish shall in any event be within twelve (12) months from the commencement of construction.

3. No building shall be constructed, placed or maintained on any lot except as hereinafter indicated, so that any part thereof is nearer than twenty-five feet (25') to any road or lake, except that buildings constructed, placed or maintained on corner lots abutting two streets may be located within ten feet (10') of one of the two streets; no building shall be constructed, placed or maintained on any lot except hereinafter indicated, so that any part thereof is nearer than twenty-five feet (25') to the rear lot line or nearer than ten feet (10') to any side lot line of the lot involved.

B. Livestock. No animals, livestock or poultry shall be raised, bred or kept on any of such lots, except that dogs, cats and other household pets may be kept thereon, if they are not kept, bred or maintained for any commercial purpose.

C. Nuisances. No noxious or offensive activity shall be carried on upon any of such lots, the Nisqually River or any lake in or adjacent to said division, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or other lots in the area. No out-board motors shall be used on said lakes except by agents or employees of Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may be transferred; electric motors may be used by lot owners or their guests at speeds not to exceed five (5) miles per hour. No firearms shall be used within said division or on said river or said lakes. No commercial or business activity of any kind may be conducted on or in connection with said river or said lakes, the use of said river and said lakes being limited to that incidental and reasonable to the residential use of said lots.

D. Rubbish and clearing. No such lot shall be used or maintained as a dumping or storage ground for rubbish or any unsightly material. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Under no circumstances may lot owners or their guests dispose of rubbish, trash, garbage, waste or other material in said river or said lake. No limbs or debris from lot clearing shall be placed in road right-of-ways.

Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may be transferred, shall have the right but not the obligation to enter upon and cut grass and hay from any vacant lot in said division.

E. No dwelling or outbuilding incidental thereto shall be used for residential purposes, temporarily or permanently, without using the area's

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water system and until a septic tank and drainfield or other sewerage disposal system is connected thereto or completely contained therein, with toilet facilities entirely within the residential dwelling or outbuilding and is in operation and approved by the applicable governmental agency.

F. No "For Sale", "For Rent" or other sign indicating intended disposition of any property interest may be placed upon any such lot, except that after three (3) years from the initial sale of any such lot, lot owners or purchasers or their agents in the event of efforts to resell any said lot may be placed thereon not more than one "For Sale" sign, the same not to exceed 12" x 18". This provision, however, shall not apply to Lands-West, Inc., or its agents, pending the initial sale of said lots. "No Trespassing" signs may not exceed 9" x 18" in size.

G. No boat house, dock, float or other facility on or over the water shall be constructed, placed or maintained in any lakes of the platted Division No. 5 of Nisqually Pines without prior written approval of Lands-West, Inc., or the nonprofit corporation, if any, to which the roads of said plat or plats may have been transferred.

H. No septic tank, septic tank drainfield or other use that may contaminate or tend to contaminate a well, may be located within one hundred feet (100') of any existing or future well, so long as the same may be used as a source of public water supply. No wells shall be allowed except those owned and operated by Lands-West, Inc., or the nonprofit corporation, if any, to which the roads in said division may have been transferred. No septic tank or drainfield or other sewerage disposal system may be located within one hundred feet (100') of the line of extreme high water of said river or any of said lakes, and any septic tank and drainfield sewerage disposal system on any lot must be installed in accordance with specifications of the applicable governmental agency.

I. Culverts. Where access roads to lots cross a ditch in the community road right-of-way, twelve inch (12") culverts twenty feet (20') in length must be installed in accordance with Thurston County regulations.

J. Fires. There shall be NO CAMPFIRES, except within approved installations on community areas. Permits for all brush and trash burning must be obtained from the appropriate governmental agency.

The aforesaid restrictions and conditions shall run with said real property and shall be binding on all parties and persons claiming under them from the date this instrument is recorded until an instrument signed by the record owners of sixty-five percent (65%) of the area of Nisqually Pines Division No. 5 at any particular time is recorded whereby the signers thereof agree to change such restrictions and conditions in whole or in part.

If any party hereto, or such party's heirs or assigns, shall violate any of said restrictions and conditions it shall be lawful for any other person or persons owning any of said real property to prosecute any proceeding

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at law or in equity against the person or persons violating or attempting to violate any such restrictions or conditions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. The undersigned shall not be obligated to enforce any of the terms of this instrument, and all instruments or conveyances signed by the undersigned with respect to any such property shall be deemed subject to the restrictions and conditions set forth herein, and the undersigned shall not be or become liable for the breach of said restrictions and conditions by any other than the undersigned.


The invalidation of any one of said restrictions and conditions shall in no way effect any of the other provisions herein, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this 29th day of May, 1970.

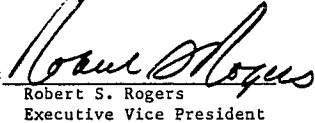
NATIONAL BANK OF WASHINGTON, a
National Banking Association,

LANDS-WEST, INC.

BY:



BY:

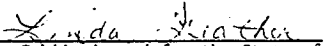

Robert S. Rogers
Executive Vice President

BY:

STATE OF WASHINGTON)
PIERCE) ss
COUNTY OF KING)

On this 29th day of May, 1970, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT S. ROGERS, to me known to be the Executive Vice President of LANDS-WEST, INC., 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 and that the seal affixed (if any) is the corporate seal of said corporation.

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


Notary Public in and for the State of
Washington, residing at ~~Kieland~~
Tacoma



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STATE OF WASHINGTON)
COUNTY OF PIERCE)^{ss}

On this date personally appeared before me C.H. Luttinen
and R.L. Van Buevers, to me known to be the Vice President
and Vice President, respectively, of NATIONAL BANK OF WASHINGTON,
a National Banking Association, which executed the within and foregoing
instrument and acknowledged the said instrument to be the free and voluntary
act and deed of said bank for the uses and purposes therein mentioned, and
on oath stated that they are authorized to execute said instrument and that
the seal affixed thereto is the seal of said bank.

GIVEN under my hand and official seal this 29th day of May, 1970.



Linda Heather
Notary Public in and for the State of
Washington, residing at Tacoma.

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THURSTON COUNTY
CLERK, WASH.
JUN 1 4 05 PM '70
REQUEST FOR
C. WESLEY
C. WESLEY

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RECORDED

DECLARATION OF CHARGES, ASSESSMENTS AND LIENS

THIS DECLARATION, made the 29th day of May, 1970, by LANDS-WEST, INC., a Washington corporation,

W I T N E S S E T H :

WHEREAS, LANDS-WEST, INC., is the present owner or contract vendée of the following-described real property situate in Thurston County, State of Washington, to-wit:

Nisqually Pines Division No. 5, according to plat thereof recorded in Volume 16 of Plats, pages 90 - records of said county,

and

WHEREAS, LANDS-WEST, INC., anticipates that the above-described property will be developed as an outstanding residential and resort community with a view to selling the individual residential lots thereof to third parties; and

WHEREAS, in furtherance of the general development of the above described property, LANDS-WEST, INC., has caused to be organized the NISQUALLY PINES COMMUNITY CLUB, hereinafter called the "Community Club," a nonprofit corporation organized and existing under the laws of the State of Washington, with authority to levy the charges and assessments and impose the liens hereinafter set forth with respect to such corporation; and

WHEREAS, the charges, assessments and liens hereinafter set forth are imposed upon the platted residential lots in said Nisqually Pines Division No. 5,

NOW, THEREFORE, LANDS-WEST, INC., hereby declares and establishes the following covenants, charges, assessments and liens, and imposes the same on said real property, to-wit:

ARTICLE I

Provisions for Assessments

Section 1. The lots within the above-described property platted as Nisqually Pines Division No. 5 shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Community Club acting pursuant to the Articles of Incorporation and the Bylaws of said corporation, including any duly adopted amendments.

Section 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the Community Club imposing such

Lands West Inc.
330 2nd. St.
Seattle, Wash 98119

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charges and assessments, and the proceeds therefrom shall likewise be applied in such manner and for such objects and purposes as shall be determined by the Community Club.

Section 3. Charges and assessments by the Community Club shall be levied in equal proportions against each and every residential lot, or in accordance with services, utilities or improvements rendered directly to or for each such residential lot, hereby made subject to such charges and assessments, excluding from such charges and assessments such residential lots as may be owned by LANDS-WEST, INC., or such as LANDS-WEST, INC., may be purchasing as a contract vendee and such residential lots as may be repossessed or repurchased by LANDS-WEST, INC., and excluding platted roads and areas reserved for common usage; provided, however, that LANDS-WEST, INC., shall pay all such charges and assessments as may have been levied upon each such residential lot or lots sold by LANDS-WEST, INC., prior to repossession or repurchase by LANDS-WEST, INC.

ARTICLE II

Liens; Collection of Assessments

Section 1. Any charge or assessment levied by the Community Club against any residential lot in said Nisqually Pines Division No. 5, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such residential lot as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot.

Section 2. Any charge or assessment imposed by the Community Club upon any member who is the owner or contract purchaser of a residential lot or lots in said Nisqually Pines Division No. 5, including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot or lots.

Section 3. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots, or by the signing of a contract or agreement to purchase the same, whether from the present owner thereof or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and homestead in such lot or lots with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Community Club shall have the exclusive right and option, at any time after the expiration of a period of six (6) months during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's

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interest in such lot. Upon the exercise of said option by the Community Club in the manner set forth in the Bylaws of the Community Club, the owner or purchaser of such lot shall convey to the Community Club all right, title and interest which such owner or purchaser may have in such lot. In any court proceedings to enforce such option, the Community Club shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the Bylaws of the Community Club.

Section 4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

ARTICLE III

Membership

Section 1. Membership in the Community Club shall be as prescribed in the Articles of Incorporation and the Bylaws of the Community Club.

Section 2. Any charges or assessments herein provided to be imposed by the Community Club, including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in said Nisqually Pines Division No. 5, irrespective of owner's or purchaser's membership in the Community Club. The fact of nonmembership in the Community Club shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Community Club in accordance with its Articles of Incorporation and Bylaws.

ARTICLE IV

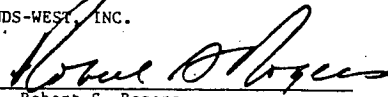
Binding Effect of Declaration

All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land, and shall bind LANDS-WEST, INC., its successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with LANDS-WEST, INC., its successors in title, and with each of them, to conform to and observe all terms and conditions herein contained.

IN WITNESS WHEREOF, LANDS-WEST, INC., has caused this instrument to be executed on the day and year first above-written.

LANDS-WEST, INC.

BY


Robert S. Rogers
Executive Vice President

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STATE OF WASHINGTON)
COUNTY OF ^{PIERCE} ~~KING~~)ss

On this ^{29th} day of May, 1970, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT S. ROGERS to me known to be the Executive Vice President of LANDS-WEST, INC., 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 and that the seal affixed (if any) is the corporate seal of said corporation.

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

Linda J. Cothran
Notary Public in and for the State of
Washington, residing at Kirkland.
Tacoma

