

**LAKE ARROWHEAD COMMUNITY CLUB  
GOVERNING DOCUMENTS IN BINDER**

<b>DATE</b>	<b>TITLE &amp; KEY SUBJECT</b>	<b>AFN</b>
5-24-66	<b><i>Protective Covenants</i></b> of Lake Arrowhead No. 1 <u>sanitation</u> (sewage/septic systems)	218797
10-10-66	<b><i>Restrictive Covenants Running With Land</i></b> (re Division 1)	221721
8-27-92	<b><i>BY-LAWS</i></b>	550539
5-20-02	<b><i>Resolution No. 2002-2</i></b> <u>members to follow LA rules &amp; responsible for enforcement fees &amp; costs</u>	1756201
4-14-06	<b><i>Resolution No. 2006-02-16</i></b> <u>notice to members of applicable rules &amp; regs</u>	1865160
4-14-06	<b><i>Resolution No. 2006-02-17</i></b> <u>Architectural Control Committee</u>	1865161
4-14-06	<b><i>Resolution No. 2006-03-19</i></b> <u>fine schedule</u> for violations	1865162
8-22-06	<b><i>Resolution No. 2006-07-08</i></b> <u>project pre-approval</u> requirements	1876003
8-22-06	<b><i>Resolution No. 2006-05-12</i></b> <u>derelict/hulk vehicles</u>	1876004
8-22-06	<b><i>Resolution No. 2006-07-12</i></b> <u>violation remediation</u> , member responsibilities re rules	1876005

PROTECTIVE COVENANTS

OF

LAKE ARROWHEAD NO. 1

KNOW ALL MEN BY THESE PRESENTS: That J. R. McGowan and Coeta McGowan, husband and wife, being the owners of all of the above-described property designated as Lake Arrowhead, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to preserve insofar as possible the natural beauty of the area, and so as to further provide for the control of structures to be erected thereon and improvements to be made, do hereby covenant and agree, for themselves and for their successors and assigns, to keep all of the covenants hereinafter set forth, which are hereby made applicable to the above-described property as it is platted and binding upon the owners thereof to the extent provided in these covenants, and subject to which covenants all of such property shall be owned, held, used, occupied and developed.

SANITATION COVENANTS

1. Minimum size sewage systems will consist of 1000 gallon, 2 compartment septic tanks and 150 lineal feet of drain-field.
2. Sewage systems will be located a minimum of 75 feet from high lake or canal level.
3. Sewage disposal permits shall be obtained prior to obtaining a building permit and prior to commencing construction.
4. Sufficient porous material will be provided by the developer so that each lot has at least 4 feet of porous material in an area feasible for sewage disposal.

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With F. McGowan

June 22

221721

REEL 327 331

LAKE ARROWHEAD

RESTRICTIVE COVENANTS RUNNING WITH LAND

J. R. McGowan  
70 Bay 366  
Hilton, Wash.

Number of Pages  
Date of Recording  
Date of

THIS INDENTURE and Declaration of Covenants Running with the Land, made this tenth day of June, 1966, by J. R. McGowan and Coeta McGowan, his wife

WITNESSETH:

WHEREAS, said parties are the owners of Lake Arrowhead, Division No. 1, an addition to Mason County, Washington, as recorded in the records of Mason County, which property is located in Mason County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Lake Arrowhead, an addition to Mason County, Washington, according to plat thereof recorded in the records of Mason County, Washington, which property is all located in Mason County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of J. R. McGowan, K. A. Sanwick, Jr. and F. Robert Lee.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.
6. Buildings are restricted to 17 feet in height, except where no interference of another lot's view shall be incurred. The Committee decision shall be final in event of dispute.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including

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Lake Arrowhead

- exterior finish within 9 months from date of start of construction.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
  11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
  12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except 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.
  13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
  14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Mason County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority.
  15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
  16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. The Restrictive Covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.
19. The Developers and Owners of Lake Arrowhead, J. R. McGowan and Coeta McGowan his wife and Spahrman and McLean Company, a Washington Corporation, hereinafter referred to as Grantors, have provided a reasonable source of water supply for the owners of each lot. No wells of any kind shall be allowed except those owned and operated by the Grantors or their successors, as the case may be, for the general water supply.
20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
21. There shall be easements for roads for ingress and egress and for utilities for all lot owners of the said plat on all roads as shown on the plat referred to above, as well as on any plat or plats hereafter recorded by the Grantors covering adjacent property. The Grantors, their successors and assigns shall construct all roads shown on said plat or plats, and shall provide a community beach and pavilion and maintain said facilities until same are conveyed to Lake Arrowhead Community Club, Inc., a non-profit corporation, to be formed. Thereafter said club shall maintain and operate said facilities together with such additional recreational or other facilities as it shall by proper authorization from its membership undertake to provide. The said club shall have the power to charge and assess its members on an equitable basis for the operation and maintenance of the said facilities originally provided by the Grantors and to charge and assess its members on an equitable basis for such additional recreational or other facilities as shall be duly authorized by its membership for the mutual benefit of all its members.



IN WITNESS WHEREOF, the undersigned have affixed their signatures.

*J. R. McGowan*  
 \_\_\_\_\_  
 J. R. McGowan

*Coeta McGowan*  
 \_\_\_\_\_  
 Coeta McGowan

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF MASON     )

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 10th day of October, 1966, personally appeared before me J. R. McGowan and Coeta McGowan, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

*Frederic Bayley*  
 \_\_\_\_\_  
 Notary Public in and for the State  
 of Washington, residing at Shelton.

