



1834557

Page: 1 of 13
04/07/2005 01:15P

ROBERT D WILSON-HOSS

COV

31.00

Mason Co, WA

COPY

After Recording Return To:
Robert D. Wilson-Hoss
Hoss and Wilson-Hoss
236 West Birch
Shelton, Washington 98584

DOCUMENT TITLE:	Protective Covenants
REFERENCE NUMBERS OF RELATED DOCUMENTS:	1746942
GRANTORS:	Alderbrook Golf & Yacht Club
GRANTEES:	The Public
LEGAL DESCRIPTION:	Alderbrook Golf & Yacht Club, Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12; and Alderbrook Golf & Country Club
ASSESSOR'S PROPERTY TAX PARCEL NO.	32104 51 00001-32104 51 00018 32104 52 00099-32104 52 00159 32104 53 00001-32104 53 00071 32104 54 00001-32104 54 00120 32109 50 00001-32109 50 00108 32104 55 00001-32104 55 00036 32104 56 00001-32104 56 00091 32104 57 00001-32104 57 00063 32104 58 00001-32104 58 00076 32104 59 00001-32104 59 00043 32104 60 00001-32104 60 00113 32104 61 00001-32104 61 00009



PROTECTIVE COVENANTS
for
ALDERBROOK GOLF & YACHT CLUB

1. **PURPOSES.** The Protective Covenants for areas included within the Alderbrook development were first recorded in the office of the Auditor of Mason County, Washington, under filing numbers 212221 and 236375. These have been amended from time to time. They apply to land in Mason County, Washington within plat maps filed with the office of the auditor as follows:

Division	Volume	Page	Division	Volume	Page
1	7	36 and 37	7	7	66 to 69
2	7	1 and 2	8	7	70 to 73
3	7	3 to 6	9	7	101 to 104
4	7	28 to 31	10	7	105 to 108
5	7	32 to 35	11	7	109 to 113
6	7	63, 64, and 65	12	8	66, 67 and 68
			AGCC	6	15 to 18

Collectively known as "Alderbrook."

The purpose of these covenants is to extend to the residents of Alderbrook the greatest possible peace, enjoyment, privacy, health, comfort, safety, preservation of aesthetic values and amenities and protection and enhancement of property values.

The restrictions and covenants herein set forth shall be considered to run with the land affected hereby, and shall be binding on the heirs, devisees, and immediate and remote assignees and successors in interest to the developer, Alderbrook Development, Inc.; the lessors, Wesley M. Johnson and Frances R. Johnson; owners and purchasers of individual lots within the development; and Alderbrook Golf & Yacht Club, the non-profit association established hereby.

2. **ALDERBROOK GOLF & YACHT CLUB.** Alderbrook Golf & Yacht Club is a non-profit homeowners' association organized pursuant to the laws of the State of Washington. Each owner and purchaser of a lot within Alderbrook shall be a member of Alderbrook Golf &



Yacht Club, and must remain a member in good standing for the duration of ownership. A member in good standing is one who is current regarding all financial obligations to Alderbrook Golf & Yacht Club; and is not in violation of any of these covenants, or any provision of its Articles of Incorporation, Bylaws, any other governing documents, or rules and regulations.

Alderbrook Golf & Yacht Club holds title to all of the roads and other common areas of Alderbrook, and is responsible for the maintenance and repair of this real property and any improvements located thereon. Alderbrook Golf & Yacht Club is also responsible, along with its members, for enforcement of these covenants and other governing documents; as well as other community functions assigned to it. Alderbrook Golf & Yacht Club is further responsible for adoption of Articles of Incorporation, Bylaws, other governing documents, and regulations and rules, both substantive and procedural, which support these covenants, comply with controlling law, and which are reasonable and fair. The Bylaws shall provide for governance of Alderbrook Golf & Yacht Club by a Board of Directors (the "Board") elected by its members.

3. EASEMENTS AND UTILITIES. Easements are reserved in, under and along all lots, roads and other common areas, as shown in the plat maps for any and all necessary, desirable or convenient water lines, power lines, gas lines, sewer lines, and drainage lines, whether presently installed or not. An easement is also reserved in an area five feet by ten feet in one corner of each lot, to be selected, adjoining the road, for electric transformer vault and/or telephone and power service pedestals. In addition, the title to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility, sewer or drainage lines if such may be necessary, if the surface of any such land is restored to its pre-existing condition and appearance without cost to the owner. Alderbrook Golf & Yacht Club may permit variances from these easements for individual lots.



4. **RESIDENTIAL USE.** The residential lots, not to include the common areas, in said plat shall be used for residential purposes only, and no more than one residence, together with usual outbuildings, shall be erected on any such lot, and any such residence shall be designed for, and used for, single family dwelling purposes only. Two or more adjoining lots may be combined into a single residential site pursuant to policies adopted by the Board of Directors; but no lot may be subdivided into two or more residential sites, except part of one lot may be combined with an adjoining lot; both only where approved by Alderbrook Golf & Yacht Club. No lot shall be used for any commercial purpose, except that an owner may rent his residence from time to time. However, Alderbrook Golf & Yacht Club may consent to certain limited professional, business or artistic pursuits of types commonly carried on at home, considering the effect of such pursuits on the neighborhood and Alderbrook in general. In addition, the developers, or their successors in interest, may maintain a sales office within Alderbrook, to be permitted by Alderbrook Golf & Yacht Club pursuant to reasonable and fair conditions.

5. **DEVELOPMENT STANDARDS.**

a. **Building and Architectural Committee.** The Board of Directors may establish a Building and Architectural Committee to review and act upon any plans or proposals to develop, improve or maintain residential lots. The committee will be appointed by the Board of Directors and consist of at least three AGYC members, one of whom is designated as Chairperson. Additional members of the committee may be appointed by the Board of Directors. The Board of Directors may also replace members of the committee at any time. No action may be taken to construct, erect or improve any structure nor create or alter any existing entryway to a residential lot without written approval of the Building and Architectural



Committee. All final determinations of the Building and Architectural Committee may be appealed to the Board of Directors.

b. Landscaping and Trees. The owner of each lot may remove from said lot all vegetation necessary to conduct perc tests or provide accessibility, but no trees larger than five inches in diameter at any height shall be removed without the approval of the Building and Architectural Committee. Trees declared by a qualified forester to be unsafe or a menace to life or property must be removed by the owner at his expense. Any tree, which unreasonably obstructs the view of a neighbor, may be removed by first requesting permission from the owner of the tree to remove or top the tree. If the owner does not agree, the Building and Architectural Committee may require that the tree then be removed or topped at the expense of the resident requesting the tree removal or topping, to improve the view. The intent is to preserve as much view as possible while at the same time removing as few trees as possible, to the end that the community remain as natural and rustic as possible.

c. Prior Approval of Plans. No grading or lot clearing may take place, and no building, structure, fence, or wall shall be erected, placed or altered on any lot until plans and specifications, including a site plan, have been approved by the Building and Architectural Committee as to quality of workmanship and materials, harmony of exterior design with the existing structures, and location, topography and finished grading. Approval shall only be granted to applications that conform to these covenants, and other design or development guidelines established by the Building and Architectural Committee. The Building and Architectural Committee may also disapprove any application based on its reasonable dissatisfaction with any other matters which, in its reasonable judgment, will render the proposal inharmonious with the purposes of Alderbrook, or the existing development and uses of lots.



The Building and Architectural Committee may prepare, and make available in printed form, guidelines, principles, and criteria for design of structures or development of lots to guide and assist those who are preparing to build, where not inconsistent with these covenants, and from time to time revise and improve them as needed. Such design or development guidelines are considered an integral part of these covenants, are subject to approval by the Board of Directors, and may be recorded separately to assure notice to members, existing and prospective, of appropriate guidelines and restrictions.

All approvals are given subject to compliance with all governmental and quasi-governmental requirements, including permit requirements, as may apply. Proof of the same must be provided to the Building and Architectural Committee prior to commencement of construction. Any variances from approved plans must be approved as well.

d. Time for Completion. All construction and other work must be done in a first-class, workmanlike manner, and must be completed, from all outward appearances, with a standard and accepted form of outside finishing materials, and the ground completely cleaned up within one year from the time such construction is started.

6. PERMITTED AND PROHIBITED USES AND ACTIVITIES.

a. House Trailers and Mobile Homes. All residences must be built on-site, except for modular homes of comparable quality. No residence that is a house trailer or mobile home, in the judgment of the Building and Architectural Committee, whether the same be on wheels or not, shall be permitted on any lot as a permanent residence, nor will they be stored or parked prior to construction.

b. Recreational Vehicles. Recreational vehicles, including campers, motor homes, mini-homes, boat trailers, travel trailers, utility trailers or any mobile unit used for



recreation or vacation type activity, may be parked or stored on any lot on which a permanent residence has been constructed, or otherwise as designated by the Board of Directors. They must at all times be maintained and parked in such a manner not to detract from the aesthetic beauty of the surrounding area. Homemade recreational vehicles are not permitted.

- c. **Fire-Proof Roofs.** All buildings shall have Class A fire rated roofs.
- d. **Fire Prevention.** To further prevent unfriendly fires, no burning of any kind will be done outside except in especially prepared and approved locations. No burn barrels are allowed.
- e. **Recovery of Golf Balls.** Owners will permit golf balls to roll upon, fall on, and pass over the within described property, and will freely permit golfers to enter upon their lots for recovery of golf balls.
- f. **Utilities.** All utility connections shall be made underground.
- g. **Parking Spaces.** Each residence shall provide at least two off-street automobile parking spaces.
- h. **Above-Ground Tanks.** Above ground tanks must be screened from view.
- i. **Cleanliness.** All lots shall at all times be kept in a clean, sightly and wholesome condition and no trash, garbage, litter, junk boxes, containers, bottles, cans, machinery, implements, lumber or other building materials shall be permitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premises.
- j. **Signs.** There shall be no signs on any property or buildings except as follows: one sign giving the names of the owners or occupants, one sign giving the name of the main contractor during the period of actual construction, and "For Sale" signs.



k. Animals or Fowl. No animals or fowls, except household pets, shall be kept on said premises and none for commercial purposes. Removal of pets found to be obnoxious to neighbors may be required by Alderbrook Golf & Yacht Club. Pets will not be allowed to roam.

l. Nuisance. No activities may be carried on upon any lot, or the common areas, which constitute a nuisance, and which contravene the purposes of Alderbrook as expressed herein.

7. DUES AND ASSESSMENTS; LIENS. Each member is responsible for paying his or her reasonable and proper share of the costs of the operations and functions of Alderbrook Golf & Yacht Club. Each year Alderbrook Golf & Yacht Club shall adopt, pursuant to governing law, an annual budget, which shall include dues and assessment income. In addition, special assessments may be adopted, pursuant to governing law, to pay for extraordinary, unanticipated, or significant expenses.

Except pursuant to contractual arrangements with the developer and/or lessor as to unsold lots, these annual dues and assessments and special assessments shall constitute a personal obligation of each lot owner along with any other charges lawfully imposed by Alderbrook Golf and Yacht Club. In addition, they shall constitute a lien on each lot so assessed, whether this lien is reduced to writing and recorded, or not.

The personal obligation of each owner to pay delinquent assessments and charges shall not pass to successors in interest who are bona fide purchasers for value who take such interests without notice of the delinquency.



If necessary in the judgment of Alderbrook Golf & Yacht Club, such liens may be foreclosed when delinquent, in the general manner of foreclosure of real property mortgages and deeds of trust, with procedural adaptations where reasonable and fair.

The lien of Alderbrook Golf & Yacht Club for the payment of dues, assessments, and other charges is prior to any other liens, mortgage, deed of trust, or any other encumbrance, regardless of filing date of the same. However, as to any lot, this Alderbrook lien shall be automatically subordinated to one institutional mortgage, deed of trust, or other financing encumbrance, which is undertaken for the purpose of purchase of the lot, or construction (or remodeling) of improvements to the same, or refinancing of the same; provided that a copy of such encumbrance is received at the office of Alderbrook Golf & Yacht Club within sixty days of its execution.

In addition, Alderbrook Golf & Yacht Club may choose to subordinate its lien to any other encumbrance, when in the best interest of the membership, and consistent with the purposes of Alderbrook as set forth herein.

8. APPLICATION. These covenants bind each lot owner and his or her successors in interest. In addition, each lot owner is responsible for ensuring that his or her family, guests and tenants comply with these covenants and other Alderbrook Golf & Yacht Club governing documents and rules and regulations, and is further responsible for any failures to do so.

9. VARIANCES. These covenants may not be varied from in favor of any lot or member without the written approval of the owners of two-thirds of the lots within Alderbrook, as constituted at such time, except as specifically provided herein. Said approval shall be certified by Alderbrook Golf & Yacht Club, and said certification shall be filed with the office of the Mason County Auditor.



10. ENFORCEMENT. Any owner, and Alderbrook Golf & Yacht Club, may take any available action at law or in equity to enforce any provision of these covenants, or any provision of any governing document or rule or regulation of Alderbrook Golf & Yacht Club. The Board of Directors may establish an Adjudication Committee consisting of at least three AGYC members to enforce the provisions of these covenants and related governing documents. The committee is responsible for adjudicating claims that a member has violated the terms of the Articles of Incorporation, Bylaws, Covenants and any other applicable club policies, procedures or regulations.

The Adjudication Committee will perform its duties according to procedures developed by the Alderbrook Golf and Yacht Club and Washington State law as defined in RCW 64.38.020. Such procedures shall include provisions for appeal to the AGYC Board of Directors of any determination made by the Adjudication Committee. All final determinations of the Adjudication Committee are subject to ratification by the Board of Directors.

11. NON-WAIVER. Failure by Alderbrook Golf & Yacht Club, or any owner, to enforce these covenants or Alderbrook Golf & Yacht Club governing documents and rules and regulations in any particular instance, does not waive any of their rights to enforce the same in any other instance. No owner or prospective owner may rely on any nonconforming condition, and/or any failure to enforce, for any purposes. Alderbrook Golf & Yacht Club shall not be liable for any such failure to enforce.

12. FEES AND COSTS. In addition to dues and assessments and other charges lawfully imposed, Alderbrook Golf & Yacht Club may also impose late fees, interest charges, and other costs reasonably related to the pursuit of remediation of covenant violations and/or payment of delinquent accounts. Furthermore, in any action to enforce these covenants, or any



provision of any governing document or rule or regulation of Alderbrook Golf & Yacht Club, Alderbrook Golf & Yacht Club shall be entitled to an award to compensate it for all of its expenses in taking such action. These expenses include, whether associated with a lawsuit, or any other collection or remediation action, the following: reasonable attorney fees; expert fees; title report and certificate fees; costs of service, deposition, filing, and reproduction; and all other fees, costs and expenses required in the judgment of Alderbrook Golf & Yacht Club for the pursuit of such action. An owner responsible for requiring Alderbrook Golf & Yacht Club to incur expenses for such action should be responsible for paying all such expenses, and the owners of all other lots should be free from such responsibility.

13. SEVERABILITY. The determination of any court that any provisions of these declarations are unlawful or void shall not affect the validity of any other provision hereof.

14. INTERPRETATION. Alderbrook Golf & Yacht Club shall have the authority to interpret these covenants, and all provisions of its governing documents and rules and regulations. Any doubtful language shall be liberally construed to give full effect to the purposes of Alderbrook as set forth herein.

15. AMENDMENTS. Any of the covenants, conditions and restrictions in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of said lots with the affirmative vote of two-thirds of the lots within Alderbrook as constituted at such time. Said approval shall be certified by Alderbrook Golf & Yacht Club, and said certification shall be filed with the office of the Mason County Auditor.

We certify that the foregoing Protective Covenants for Alderbrook Golf & Yacht Club were adopted by amendment of the Protective Covenants recorded under Mason County



Auditor's File No. 1746942, in accordance with the provisions for amendment contained therein, and as specified in the Certificate of Amendment filed with the Mason County Auditor of even date herewith. This certificate, and these amended Protective Covenants, are executed in accordance with Article VI, section 6 of the Bylaws of Alderbrook Golf & Country Club, which specifies that such documents may be executed by the President and Secretary on behalf of the Board of Directors.

Dated this 28th day of March, 2005.

ALDERBROOK GOLF & YACHT CLUB

Larry Conradi
By: Larry Conradi, President, Board of Directors

Virginia Chitwood
And by: Virginia Chitwood, Secretary

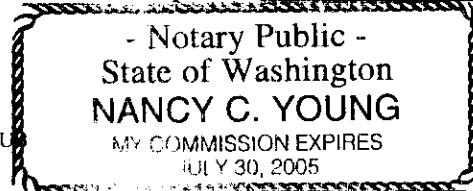
STATE OF WASHINGTON)
) ss.
COUNTY OF Mason)

On this 28th day of March, 2005, personally appeared before me LARRY CONRADI, personally known to me or proved to me on the basis of satisfactory evidence to be the President of ALDERBROOK GOLF & YACHT CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

Affiant Known
Affiant produced ID
Type of ID _____

Nancy C. Young
PRINT NAME: Nancy C. Young
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, residing in Shelton, WA
My commission expires: 07/30/05





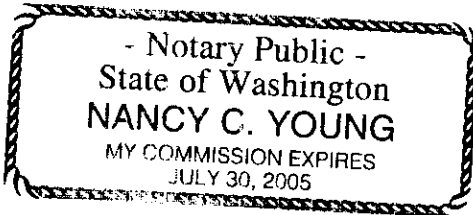
STATE OF WASHINGTON)
) ss.
COUNTY OF Mason)

On this 28th day of March, 2005, personally appeared before me VIRGINIA CHITWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the Secretary of ALDERBROOK GOLF & YACHT CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

Affiant Known
Affiant produced ID
Type of ID _____

Nancy C. Young
PRINT NAME: Nancy C. Young
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, residing in Shelton, Wa.
My commission expires: 07/30/05



UNOFFICIAL