

AMENDMENT TO THE PROTECTIVE COVENANTS
RELATING TO
"TEMPO LAKE GLADE" FOR RECORDING AS AGAINST

That platted portion of the south half of the northeast quarter and north half of the southeast quarter of Section 28, Township 17, N., range 1 West, W.M., EXCEPTING therefrom that part of the northwest quarter of said southeast quarter lying southwest of a line 20 feet distant northeasterly from and parallel with the northeasterly line of tract conveyed to Weyerhaeuser Timber Company by deed dated July 24, 1926, and recorded in Volume 124 of Deeds, page 274, and EXCEPTING also county road known as Collins Road hereinafter as shown on the plat map.

PART A. PREAMBLE.

The creation of the community area known as Tempo Lake Glade is to provide a peaceful and tranquil setting for residential homesites; to provide for the propagation of fish for fishing, to promote a wild life sanctuary and to permit any reasonable recreational activity not specifically restricted by the following covenants. It is the intent of these covenants to perpetuate a community that is quiet, peaceful, and retiring so that anyone may set his own pace as the name Tempo Lake implies.

A-1 APPLICABLE LAW; INTERPRETATION.

These covenants remain subject to applicable Washington law, including Chapter 64.90 RCW, the Washington Uniform Common Interest Ownership Act ("WUCIOA" or the "Act"), to the extent applicable. WUCIOA supplements these covenants, governs matters not addressed herein, and controls over any inconsistent provision.

"Association" means Tempo Lake Glade Association. Any reference in these covenants to "Tempo Lake Corporation" means the Association. "Board" means the Association's Board of Directors. Any reference to the Park and Architectural Control Committee means the Association acting through the Board or through a committee, officer, agent, or contractor authorized by the Board.

"Plat" shall refer to that Plat of Tempo Lake Glade as recorded June 1, 1961 under Thurston County Record Number 642797, under Volume 352, at Page 218, and any amendments thereto.

PART B. DEDICATION.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Edna B. Ritchie, Arthur M. Ritchie, Clara Snyder, and E.T. Snyder, being all of the owners of all of the property in the aforesaid Tempo Lake Glade, in order to provide for the aesthetic, healthful and uniform development of all of the aforesaid real property, and so as to further provide for a control of structures to be erected thereon and the use of the facilities and improvements to be made, do hereby covenant and agree with each other, and for our respective heirs, administrators, executors and assigns to keep all of the covenants hereinafter set forth and which are hereby made applicable to the above described real property and binding upon the owners thereof to the extent provided in

such covenants and subject to which covenants all of such property shall be owned, held, used, occupied and developed.

PART C. AREA OF APPLICATION.

C-1 Fully Protected Residential Areas.

The residential area covenants in Part D in their entirety shall apply to all residential areas of the platted portions of Tempo Lake Glade with the following exceptions: The park or community use areas as hereinafter described in Part C-2 hereof, against which park areas the covenants hereinafter set forth in Part E hereof are applicable.

C-2 Private Community Use Areas.

The private community use covenants in Part E shall apply to those areas in Tempo Lake Glade designated as such on the plat map.

PART D. RESIDENTIAL AREA COVENANTS.

D-1 Land Use.

All lots and improvements thereon shall be used for residential purposes only. No tenancy shall relieve the landlord from the full responsibility for performance of these covenants and payment of dues or other payments hereinafter mentioned.

D-2 Building Type.

No building shall be erected except detached single-family dwellings and all one-family residences erected within designated cottage areas shall have at least 500 square feet. of living area on one floor, exclusive of garage, and shall be of standard construction. One trailer house per lot in lieu of a cottage may be permitted in designated cottage areas only. On all other lots the living units shall exceed 800 square feet of floor space, exclusive of garage.

D-3 Architectural Control.

No temporary dwelling of any kind (except as expressly permitted in D-2), whether basement, shack, trailer, cabin, garage, barn or other outbuilding, shall be used on any lot as a residence, except during the period of construction. Any such construction once started shall be completed to the extent of painting the exterior walls and the completion of its roof within two (2) years.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications as well as the proposed location of the structure is approved by the Park and Architectural Control Committee. Approval shall be as provided for in Part F-4.

D-4 Further Subdivision of Lots.

No lot shall be further subdivided unless specifically provided for on the face of the plat map. Nor shall more than one family reside in a single living unit, except that casual guests shall not be deemed residents.

D-5 Easements.

Easements for the installation and maintenance of utilities and drainage facilities where necessary are reserved across each lot, tract, or community use area and, to the extent that such is necessary, the right is reserved to each owner to temporarily enter upon the property of a neighbor to repair or replace any such utilities. However, upon completion of the repair, he must re-establish the area to approximately its original state.

D-6 Nuisances.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot if they are bred or maintained for commercial purposes or if they become offensive to ones neighbors.

It shall be an expressed right of the park and architectural control committee to rule on what constitutes a nuisance.

D-7 Garbage, Refuse, Sewage.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept at all except in sanitary containers.

Each living unit shall have a septic tank or equivalent that shall be installed in strict accordance with the County Code. The septic tank and drain field shall be located not nearer than 100 feet from high water line of the lake unless other adequate provisions are made. The arrangement and installation of the septic facilities shall first have the approval of the Park and Architectural Control Committee, then it shall be inspected and approved by the said committee prior to backfilling of the drain field to make sure that the installation is adequate in all respects.

D-8 Docks.

No dock shall extend more than 25-feet beyond ones property line into the lake.

PART E. PRIVATE COMMUNITY AREA COVENANTS.

E-1 No commercial enterprise shall be conducted on any portion of the community areas except fees for boat rental or trespassing may be charged the public to give them access to the lake for fishing privileges only.

In return for public use of the lake by fee, the Game Department has agreed to regularly plant the lake with legal size fish.

E-2 The lake level shall be controlled by the Park and Architectural Control Committee. Infrequently the lake may be lowered to provide residents an opportunity to build docks or to work on their beaches.

E-3 No noxious or offensive activity shall be carried on which becomes an annoyance or nuisance to the neighborhood. No fire works of any type or nature shall be displayed, exploded, or permitted within the community areas at any time.

E-4 No motors on boats (except electric) will be permitted to operate on Tempo Lake for recreational purposes. No hunting of wild life or the use of firearms will be permitted in Tempo Glade except: Firearms may be used by the Architectural Control Committee or their representative to protect wild life from predatory animals.

E-5 The areas within Tempo Lake Glade which have been designated as private community areas on the plat map shall be acreages owned by the Association. The function and power of which is set forth hereinafter under Part G.

E-6 Fees collected for rentals or trespassing shall be done under the direction of the Park and Architectural Control Committee.

PART F. PARK AND ARCHITECTURAL CONTROL COMMITTEE.

F-1 Purpose.

The purpose of the committee is to manage the community use areas and control the installation of buildings and septic facilities or a water system so that it will promote the greatest safety, usefulness, and cleanliness to the entire area. A further function is to control disturbances and in general promote good order so that the peaceful and tranquil setting desired in the Preamble can be realized. The committee is further empowered to regulate the lake level, collect fees, and do any and all community activities which they deem helpful and beneficial to the development of Tempo Lake Glade.

F-2 Dues and Collections.

The costs of any necessary taxes, maintenance, operation, repair, replacement, reserves, administration, other common expenses associated with the performing of work or enforcement of rules adopted by the Architectural Control Committee shall be included in the Association's proposed annual budget and funded through assessments imposed and ratified in accordance with Part G-3 below and applicable law.

Each assessment, together with any interest, late charges, collection costs, attorneys' fees, or other amounts authorized by the governing documents or applicable law, constitutes a personal obligation of the owner and a lien against the Lot to the extent provided by applicable law. The validity, priority, perfection, duration, collection, enforcement, and release of the lien shall be governed by applicable law.

The committee shall designate a "grounds keeper" in which case the fees collected by him shall constitute his wages for maintaining the common areas.

F-3 Membership.

Membership in or on any Architectural Control Committee created by the Board shall be through Board nomination and appointment, and may only consist of legal owners of Lots within the Association, and must include no less than three (3) and no more than five (5) individual Lot owners. All powers, duties, and authority formerly vested in any prior Park and Architectural Control Committees are vested in the Association acting through the Board. The Board may appoint a committee, designate representatives, hire agents or contractors, delegate duties to them, subject to the governing documents and applicable law. The Board remains responsible for the exercise of delegated authority. No member of any committee is entitled to compensation for services performed on behalf of the committee. The Board may, at any time it deems necessary, remove or replace a member of any committee, or may terminate the existence of the committee, limit or revoke any powers provided to the committee, or restore any powers previously delegated to the committee as necessary or otherwise authorized by law.

F-4 Procedure.

The committee's approval or disapproval required by these covenants shall be in writing. If the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications are submitted, or if no action to enjoin the construction is commenced before completion, approval shall not be required, and the related covenants shall be deemed fully complied with.

F-5 Any and all exceptions to 'the foregoing covenants are left to the jurisdiction of the platters alone.

PART G. TEMPO LAKE GLADE ASSOCIATION.

G-1 Purpose of Corporation.

The non-profit corporation known as Tempo Lake Glade Association is formed for the purpose of holding the community areas for the benefit of the owners. Further, it provides a common means for the paying of taxes for 32 acres of private ground, used by all members, and a legal agency in which agreements, water rights, property, funds, rights, obligations may be held or administered.

G-2 Membership.

Upon the contract purchase of a lot, the new lot owner automatically becomes a member of the Association with the power of one vote per lot.

G-3 Dues and Assessments.

The Association shall adopt an annual proposed budget, impose assessments against the Lots, submit the proposed budget and included assessments for ratification, maintain Association funds, provide financial information to owners, all in accordance with the governing documents and applicable law. Unless otherwise required by these covenants or applicable law, assessments

shall be allocated equally among the Lots. The Association shall provide at least one method for payment of assessments without a separate charge to the owner.

Each assessment, together with any interest, late charges, collection costs, attorneys' fees, or other amounts authorized by the governing documents or applicable law, constitutes a personal obligation of the owner and a lien against the Lot to the extent provided by applicable law. The validity, priority, perfection, duration, collection, enforcement, and release of the lien shall be governed by applicable law. An unpaid assessment does not prohibit transfer of a Lot.

Costs of the Association for taxes, maintenance, operations, repairs, replacements, reserves, administration, or other common expenses shall be included in the Association's proposed annual budget and funded through assessments imposed and ratified in accordance with applicable law and as outlined in this document and the Association's governing documents.

G-4 Excess of Accumulated Funds.

Association funds shall be retained, allocated, transferred, expended in accordance with the ratified budget, any applicable reserve study, the governing documents, applicable law. No surplus shall be distributed to owners or automatically transferred from a reserve or designated account.

PART H. GENERAL PROVISIONS.

H-1 Duration of Term.

These covenants, and each part thereof, run with the land and bind all parties and persons claiming under them perpetually unless amended or terminated in accordance with this Section and applicable law. These covenants may be amended in whole or in part by vote or written agreement of owners holding more than fifty percent (50%) of all votes in the Association, unless applicable law requires a greater percentage or the consent of a specifically affected owner. Each amendment shall be certified, executed, and recorded as required by applicable law and becomes effective upon recording.

H-2 Enforcement.

Enforcement of these covenants 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.

H-3 Severability.

Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned President of Tempo Lake Glade Association certifies that this Amendment to the Protective Covenants was approved by owners holding the percentage of votes required under the Protective Covenants and applicable law. The President executes this Amendment on behalf of Tempo Lake Glade Association pursuant to that approval, effective as of _____, 2026.

TEMPO LAKE GLADE ASSOCIATION

By: _____

Name: _____

Title: President

Date: _____

[ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

DATED this _____ day of _____, 2026.

Printed Name: _____

Residing at: _____

My commission expires: _____