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OF JEFFERSON COUNTY
RECORDS
Pope Resources
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**Olympic Ridge Estates
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made as of the date hereinafter set forth by Pope Resources A Delaware Limited Partnership hereinafter referred to as "Declarant". Declarant is the owner of certain real property in the County of Jefferson, state of Washington, which is legally described as follows:

Exhibit A, attached hereto and incorporated herein by this reference.

Declarant hereby declares on behalf of itself and its heirs successors and assigns that all of the real property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property" or any part hereof and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

SECTION 1. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title of any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Properties" shall mean and refer to that certain real property herein above described and as shown on the survey map recorded under Jefferson County Auditor's File No. 325439 known as Olympic Ridge Estates and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Community Area" shall mean the portions of the Properties, identified as ("Common Access Road"), Community Beach Area and the areas designated Open Space on the map attached hereto as Exhibit A.

SECTION 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map or survey of the Properties, excluding the Community Area and roads, streets, and property dedicated to third parties.

SECTION 5. "Declarant" shall mean and refer to Pope Resources, and its successors and assigns.

SECTION 6. "Association" shall mean and refer to the Owners Association, a Washington nonprofit corporation, and its

successors and assigns as more fully described in Article VI of the Declaration.

ARTICLE II RESTRICTIONS

SECTION 1. Residential Use. No Lot shall be used for any purpose other than a single-family residence to house one (1) family- There shall not exist on any Lot as shown on the plat recorded at the County Auditor's Office at any time more than one (1) residence. All buildings or structures erected upon any Lot shall be of new construction.

SECTION 2. Building standards. All structures shall conform to all applicable codes and ordinances as enforced by Jefferson County and the State of Washington

SECTION 3. Time for Construction. A dwelling shall be ready for occupancy within a maximum period of one (1) year's time from the date of commencement of construction thereof. This period may be extended by written instrument as may be deemed reasonable by the Association if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, act of God or other matters beyond the reasonable control of the Owner.

SECTION 4. Occupancy of Structure. No structure shall be occupied or used for the purpose for which it was designed or built until the same shall be approved and inspected by the County Building Inspector or such other official designated by Jefferson County.

SECTION 5. Building Exterior. The exterior portions of all buildings shall have manufactured finish surface materials, natural stone, or brick or shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance.

SECTION 6. Clearing of Trees and Grading. All trees cleared will be disposed of in such a way that all Lots, whether vacant or occupied, shall be kept free of accumulation of brush, trash or other materials which may constitute a fire hazard or render a Lot unsightly.:

SECTION 7. UNNATURAL DRAINAGE. UNDER NO CIRCUMSTANCES SHALL ANY OWNER OF ANY LOT BE PERMITTED TO DELIBERATELY ALTER THE TOPOGRAPHIC CONDITIONS OF SUCH LOT IN ANY WAY THAT WOULD PERMIT UNUSUAL ADDITIONAL QUANTITIES OF WATER FROM ANY SOURCE, OTHER THAN WHAT NATURE ORIGINALLY INTENDS TO FLOW, FROM THE OWNER'S PROPERTY ONTO ANY OTHER PROPERTY OR PUBLIC RIGHT-OF-WAY. THE ELEVATION OF LOT SHALL NOT BE CHANGED SO AS TO MATERIALLY AFFECT THE SURFACE ELEVATION OR GRADE OF THE SURROUNDING LOTS OR ADJACENT PROPERTY. NO ROCK, GRAVEL OR SOIL SHALL BE EXCAVATED OR REMOVED FROM ANY PROPERTY FOR COMMERCIAL PURPOSES.

SECTION 8. Temporary Residences. No structure of temporary character, trailer, converted trailer, mobile home, motor home, basement, tent or accessory building shall be used on any Lot as a residence, permanently, and no used structure of any sort shall be moved onto any Lot, except that travel trailers for a designated length of time, may be used by the Owner for a period not to exceed six(6) months, to be used solely for a temporary residence or construction headquarters during the construction of the permanent residence, subject to the approval and issuance of any applicable county permits.

SECTION 9. Nuisance. Nothing shall be done or permitted on the Properties which may be or become an annoyance or nuisance to the subdivision development. No noxious or offensive activities or commercial business or trade shall be carried on upon any Lot. No Lot shall be used in whole or in part for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor for any substance, thing or material that will emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quite, comfort of serenity of the occupants of the surrounding property.

SECTION 10. Garbage and Refuse Disposal No portion of the Properties 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.

SECTION 11. Signs. No sign of any character shall be displayed or placed upon any Lot except a professional sign of not more than nine (9) square feet advertising the property for sale, house numbers or the occupant's name or signs used by a builder to advertise the property during any construction and sales period.

SECTION 12. Subdivision Lots. Any subdivision and/or short plat shall comply with all zoning, platting and other applicable regulations of Jefferson County. Portions of any subdivided or short platted Lot shall remain subject to and restricted by this Declaration as if no such subdivision or short plat had occurred.

SECTION 13. Setbacks. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the, minimum building setback lines as provided by law. In addition, no building shall be located on any building site nearer than ten feet from the side lot line. For purposes of this covenant, eaves, steps, open porches and fireplaces or fireplace chimneys shall not be considered as a part of a building; PROVIDED, HOWEVER, that this shall not be construed to permit any portion of the building to encroach upon another building site as platted on the subdivision.

SECTION 14. Community Area. The Community Area shall be owned by the Association and shall be available for use only by the Owners and their guests for recreational and nature appreciation purposes; the Beach Park shall be for Owners' and their guests' ingress to and egress from the Community Beach Area; and the Common Access Road shall be for road purposes. The Community Area is for the common use of the Owners and their guests on a non exclusive basis. The Association may establish and enforce Rules and Regulations consistent with this Declaration governing the Community Area. No motorized vehicles of any nature shall be permitted on the Community Area, except on the Common Access Road, and as permitted by the Association on roads and parking surfaces on the commons Area. No clearing of the natural environment, construction of buildings, structures, roads, or other improvements shall be permitted on the Community Recreation Area; provided, however, that the Association may construct buildings, improvement, and structures on the Commons Area consistent with the terms of this Declaration for recreational and/or social purposes. The common area shall not be sold, subdivided, leased, or reduced in any manner. Well, water storage, pump, and associated equipment are permitted in this area.

SECTION 15. Trucks. Trailers, Recreational Vehicles and Boats. Trucks, trailers, recreational vehicles and boats shall not be parked or stored in the Community Area and shall not be parked upon the Common Access Road or on any other street or right-of-way on the Properties in such a manner as to obstruct the free flow of traffic thereon. The parking of these vehicles shall at all times be subject to the control of the Association.

SECTION 16. Maintenance Responsibilities. Each Owner hereby covenants and agrees to maintain the Owner's Lot and improvements located thereon in a neat and orderly manner consistent with that of similar first class developments in the Pacific Northwest, with other Lots in the Properties, and with this Declaration. If any Owner shall fail to maintain the owner's Lot in such a condition, the Association shall notify said Owner in writing of the maintenance required.

SECTION 17. View Corridor Easements. The areas called out on the face of the plat as "view corridor easement" are the responsibility of the Association.

At the direction of the Association trees within the "view maintenance easements" which block the views of any lot of the plat shall be topped or "limbed up" in a reasonable manner so as to improve views or maintain views. This service must be done in such a way so as not to kill the tree.

Tree removal would only be allowed when a "danger tree" is deemed such.

The limbing and topping of view obscuring trees by agents of the Association at their request is to be done in a safe and work-man like manner so as not to endanger life or property.

The designation of the trees to be topped or limbed is to be made by the Association at each annual meeting, as a result of written requests by lot owner. Costs for the work performed as deemed necessary by the Association will be paid for out of the Association funds unless a special assessment or agreement is made and approved by the Association with a two thirds majority of the voters present.

No power equipment (except hand held) or vehicles are allowed on "view maintenance easements" for topping, limbing, or removal of trees to minimize damage to native growth on severe slopes. Removal of limbs, tops or wood debris from "view maintenance easements" are subject to Association approval.

ARTICLE III UTILITIES

SECTION 1. Utilities. All permanent utility systems, including water, sewer, electric, gas, cable television, and telephone, shall be underground exclusively, no satellite dishes will be allowed on any parcels.

ARTICLE IV GENERAL PROVISIONS

SECTION 1. Enforcement. The Board of Directors of the Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration! Failure by the Association or by any Owner. to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability, invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for term of fifty (50) years from the date this Declaration is recorded, after which time they, shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first fifty (50) year period and during any extension thereof by an instrument signed by the Owners of seventy percent (70%) or more of the Lots. Any amendment must be recorded.

SECTION 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable. The necessary grammatical changes required to make any provision hereof apply either to corporations or individuals or to men or woman shall in all cases be assumed as though in each casa fully expressed.

ARTICLE V
EXTERIOR LIGHTING

All exterior light fixtures shall be designed and adjusted to reflect light downward, and away from any property adjacent to the Properties.

ARTICLE VI
OWNERS ASSOCIATION

SECTION 1. Membership. Every Owner of a Lot shall be a member of the Owners Association (the "Association"). Membership shall be appurtenant to and may not be departed from ownership of any Lot. Members shall vote in three directors at the annual meeting to run the association for a one year term.

SECTION 2. Voting Rights. Members shall be all Owners. Each member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Voting decisions shall be by majority.

SECTION 3. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owner within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

<1) Annual assessments or charges; and (2) special assessments for capital improvements necessary to maintain and/or improve the Community Area as required or permitted hereunder, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent

Assessments shall not pass to his or her successors in title, they shall be paid in full at closing upon any sale.

SECTION 4. Purpose of Assessments. The annual assessment levied by the Association shall be used exclusively to maintain and/or improve the Open Space as set forth in Section 12 in a manner which will promote the recreation, health, safety and welfare of the residents in the Properties, including paying real property taxes on the Community Area.

SECTION 5. Maximum Annual Assessment. The initial annual assessment shall not exceed One Hundred Dollars (\$100.00) per Lot. Road maintenance shall not be paid out of this account.

The annual assessment may be increased not more than ten percent (10%) above the assessment for the previous year without a vote of the membership.

The board of Directors may fix the annual assessment in an amount not in excess of the maximum.

SECTION 6. Special Assessments for Necessary Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement that is necessary to maintain the Community Area, or to develop the Commons Area for permitted purposes; PROVIDED that any such assessment shall have the assent of seventy percent (70%) or more of the total membership votes of the Association cast in person or by proxy at a meeting called for such purpose.

SECTION 7. Notice and Quorum for any Action Authorized Under Section 5 or 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast seventy percent (70%) of all the votes of the total membership shall constitute a quorum at a meeting called for such purpose.

SECTION 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

SECTION 9. Date of Commencement of Annual Assessments; Due Rates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month of September following the conveyance of any interest in the Community Area. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The

Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Community Area or abandonment of his or her Lot.

SECTION 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 12. Community Area Maintenance Responsibility. Maintenance of the Community Area shall be the responsibility of the Association. The Community Area shall be maintained as a park, in its natural, native condition, subject to and in accordance with the provisions of Article II, Section 14. Trees, shrubs, plants, soil and natural growth shall not be disturbed unnecessarily. Capital improvements may be made upon the Community Area only in accordance with the provisions of this Section and Article II, Section 14.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration this day of 1989. _____

DECLARANT:

POPE RESOURCES, a Delaware Limited partnership.

BY 

STATE OF WASHINGTON

COUNTY OF Jefferson

On this 19th day of October 1989 before me, a Notary Public in and for the State of Washington, personally appeared G. H. Folquet personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as CEO; and acknowledged the said instrument to be his free and voluntary act and deed, as partner, for the uses and purposes the herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.