

**TYPICAL RESTRICTIVE AND PROTECTIVE COVENANTS COVERING
THE PLATS OF PORT LUDLOW NOS. 1, 2, 3, 4, 5 AND 6**

(For verification as to each plat, reference must be made to the recorded Declaration filed on each subdivision.)

POPE AND TALBOT, INC., (herein "Grantor"), a Washington corporation hereby declares and certifies restriction upon the land subject hereto as follows:

1. ***Membership in Maintenance Commission:*** The owner of each lot in platted land now or hereafter subject hereto shall, by such ownership, be a member of LUDLOW MAINTENANCE COMMISSION, INC. (herein "Maintenance Commission"), a non-profit corporation, formed under the laws of the State of Washington, and shall continue a member thereof while an owner, subject to the Articles and Bylaws of said corporation: "owner" for purpose hereof is the person (or if more than one, then collectively) entitled by deed or real estate contract to the occupancy of a lot or lots in the platted land subject hereto.

2. ***Assessments and Lien:*** The Maintenance Commission is empowered to establish assessment upon lots in platted land subject hereto for the common benefit of such lots as to utilities, roadways, property protection, drainage, landscaping, insurance, improvement, and payment of taxes upon common property and the holding of ownership or leasehold therein, or otherwise for common purposes, all as determined pursuant to the Articles and Bylaws of the Maintenance Commission. Such assessments shall constitute a lien upon each such lot as of the due date thereof, and such lien may be foreclosed by the Maintenance Commission in the same form and manner of procedure as the foreclosure of a real property mortgage lien under the laws of the State of Washington, each owner, and each party hereafter owning or claiming an interest in one or more lots within the platted land subject hereto, agreeing and recognizing that expenses of title examination and assurance, costs of attorney of the Maintenance Commission, court costs and interest at 10% per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien. The authority to establish assessments and lien therefore against lots within the plats subject hereto shall, as to each lot, first arise when the same is first sold by deed or real estate contract from the Grantor herein, its successors or assigns, as developer of a plat within the property described in Exhibit A to a grantee or contract purchaser thereof. Assessments shall be assessed and collected on a fair and uniform basis as among lots subject thereto, subject only to such reasonable differential as may be established by the Bylaws of the Maintenance Commission between improved lots and unimproved lots.

3. ***Land Use:*** Lots within the area now or hereafter subject hereto shall be utilized solely for single family residential use consisting of single residential dwelling and such outbuildings (garage, nor more than one guest cottage, patio structure) as consistent with permanent or recreational residence. Structure shall be of new construction and shall not be commenced until building permit or appropriate public body

is obtained, together with architectural control approved as provided in paragraph 4. Progress of construction shall be steadily progressed and exterior to be completed within twelve months from commencement of construction. No trailers, mobile homes, tent houses or temporary structures shall be installed upon any lot except solely as necessary during active construction period as limited.

4. ***Architectural Control Committee:*** No building or structure (including fences or any manmade obstruction) shall be built or placed or thereafter altered on any lot, nor shall a lot be cleared or excavated for use, nor shall any tree of six-inch or more breast-high diameter be cut, until after the details and written plans and specifications thereof disclosing clearing, size, materials, location, finish and elevation (and as to tree cutting, with specific identification of individual trees to be cut) have been submitted to and approved by the committee referred to herein. The Architectural Control Committee shall consist of five individuals who shall be appointed by and subject to removal or replacement by the Board of Trustees of the Maintenance Commission. Address of the Architectural Control committee shall be in care of the Maintenance Commission at its registered office, 208 Second and University Building, Seattle, Washington 98101, or at such other registered office location as may hereafter be established. Within thirty days of submission of plans and specifications to such committee, such committee by a majority vote and in writing may approve or disapprove or may conditionally approve plans and specifications so submitted. If such plans and specification be so disapproved (or if conditionally approved, then unless the condition thereof be complied with) the projected construction shall not be undertaken, or if undertaken in violation hereof, may be abated by legal proceedings instituted by any party having an interest in the enforcement hereof as provided in paragraph 9 below at any time until but not after completion of the projected construction. Construction, clearing, or excavation undertaken without submitting details, plans, and specifications as aforesaid, shall be subject to action under paragraph 9 below, irrespective of time of completion thereof. The committee shall in good faith exercise discretionary approval and disapproval of plans and specifications on a basis of minimizing interference with enjoyment of nearby lots and of enforcing an improvement use and occupancy of the platted area in a pleasing but not necessarily uniform combination of permanent residences and recreational homes.

5. ***Easement, Roads and Reserve Property:*** By this declaration, Grantor confirms the granting and reservation of easements, the dedication of public roads and the designation of reserve property, all as shown upon the Plat of Port Ludlow No. One, filed contemporaneously herewith, and reserves unto itself, successors and assigns, the right similarly to grant reserve, dedicate and designate such matters in future plats subjected hereto. Grantor reserves unto itself the right to transfer title or to contract therefore or to lease or grant the “reserve” property as designated upon the plat or plats which are subject hereto, to the Maintenance Commission, or to grant, contract or lease easements, rights or permits for utility services to any utility district, utility company or public body for purposes of installation, maintenance, replacement or extension of utility services useful to the area subject hereto. Title to the “reserve” property is reserved to the Grantor, its successors and assigns until transferred to the Maintenance Commission or public body. Use or enjoyment of the “reserve” property for any purposes or uses by or

for lot owners is permissive only, and no rights by prescription or adverse user as to the “reserve” property or any part hereof shall accrue in favor of any lot or lots owners.

6. ***Nuisance or Offensive Use:*** No nuisance or offensive use shall be conducted or suffered as to lots subject hereto, nor shall any lot be utilized for industrial or commercial use (excepting only, appropriate real estate signs not exceeding 30”x 30” in size, in sale of lots; Grantor further reserving unto itself, its successors and assigns, as to each plat which is filed or recorded as subject hereto, the right, for a period of five years from the filing of the respective plats to operate a conventional real estate sales or agency office upon an unsold lot within such plat), nor as a dump, nor shall there be kept animals or stock or any kind, other than conventional domestic pets (provided that the Maintenance Commission may establish permissive rules for the maintenance of trained riding horses). All garbage and refuse shall be stored on the owner’s lot, in sanitary containers, obscured from public view and shall be regularly hauled by, or for the owner to public dump or other suitable dump site not within the area subject hereto.

7. ***Utilities:*** As to each lot in the area now or hereafter subject hereto, it is required, as a covenant running with the land, that, upon the raising or maintenance of a habitable structure thereon, there be established and maintained by the owner of such lot a connection with electric and water and sewer utility lines, each as then available to the lot, upon the contract terms (including lien rights for service) then prevailing by the utility district or company providing such services; and, as such utility services may become available at a later date, any then existing utility systems including water, sewer, electric, gas, cable television and telephone, shall be underground exclusively. There is reserved to the utility district or utility company providing utility service, the exclusive right to connect improvement upon the lots with the utility service lines, for which service the lot owner will pay the then prevailing price for such connection as charged by such utility district or company and the charges therefore shall together with regular utility service charges, be a lien upon the lot, subject on nonpayment to foreclosure action, including costs, interest and reasonable attorney’s fees, as in the case of a real property mortgage lien. In those portions of the area subject hereto where sewers are or become available, the lot owner will, at the owner’s expense and before occupancy of improvements upon the lot (or if sewer service lines become available after occupancy of improvements, then forthwith upon such availability), request connection thereof to the sanitary sewer line which is available for such service, the connection to be effected by the utility district or company providing such utility service, at its then prevailing charge for such connection. No pit (or equivalent) toilet facility shall be constructed or used and each residence shall, before occupancy, be connected at owner’s expense with either: (i) septic tank and drain field as approved by public authorities and installed at owner’s expense, if sewer service line is not then available, or (ii) available sanitary sewer service line, whenever such sewer service line is available. When and for so long as public water source shall be created or used for lots subject hereto and each residence structure shall be connected at owner’s expense to such public water system.

8. ***Amendments:*** This declaration may be amended or terminated by duly recorded amendatory declaration, signed and acknowledged by owners (as said term is

used herein) of at least 80% of all lots within platted areas which are then subject hereto (each lot being entitled to one vote), provided that no more onerous restrictions than those herein may be thereby applied as to have effect as to existing noncompliance therewith unless the same be unanimously so approved and recorded, and provided further than the right of assessment and lien and required utility connections, in favor of the Maintenance Commission, Utility District or company, as above provided may not be restricted or eliminated except as approved by resolution regularly adopted by the Board of Trustees of said Maintenance Commission.

9. **Enforcement:** In the event of violation of the terms hereof, any owner of any lot subject hereto, or the Maintenance Commission above provided for, may institute proceedings for abatement or injunction or for property subject hereto, each owner and the Maintenance Commission being recognized to have a proper interest in the matters herein provided for, and the matters provided for herein being recognized as specifically enforceable.

10. **Severability:** The provisions hereof are severable, and the invalidation of any part of parts hereof shall not thereby disqualify or invalidate the other provisions hereof which shall remain in full force and effect in accordance with their terms.

11. **Integrity of Lots:** Where the terms “lot” and “lots” are used in this declaration, the same refer to a lot or lots as platted according to a recorded plat thereof which is subject hereto, as executed and recorded in Jefferson County, Washington, by Grantor herein; and Maintenance Commission membership, assessments and liens, and restrictions of use, shall apply to lots as so platted; no platted lot shall be re-platted except as this declaration be so amended as specifically to permit the same, all in accordance with the requirements of paragraph 8 hereof, nor shall any division, re-division or consolidation of platted lots or portions thereof have the effect of relieving the application of restrictive covenants to the platted lots as platted.