

JAN
10 1989RECORDED IN
PAGE
VOL. OF ORIGINAL RECORDS
10 16 2 40

RERECORDED RESTRICTIVE AND PROTECTIVE COVENANTS
COVERING LOTS 2 THROUGH 11 INCLUSIVE
PORT LUDLOW NO. 6

AS RECORDED UNDER AUDITOR'S FILE NO. 311592 VOLUME 9, OF SURVEYS
PAGE 40-41. THIS INSTRUMENT SHALL EXTINGUISH THAT CERTAIN PRIOR
COVENANTS RECORDING UNDER AUDITORS FILE #315283 VOLUME 259 PAGES
248-251

Pope Resources, A Delaware Limited Partnership (herein "Grantor"), hereby declares and certifies restrictions upon the land subject hereto as follows:

1. Membership in Maintenance Commission: The owner of each lot 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 By-laws of said corporation. "Owner" for purposes 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 land subject hereto.

2. Assessments and Lien: The Maintenance Commission is empowered to establish assessments upon lots 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 By-Laws 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 attorneys 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 therefor against lots 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 to a grantee or contract purchase 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 By-Laws of the Maintenance Commission between improved lots and unimproved lots.

3. Architectural Control Committee: All structures shall conform to Regulation II, Article II, Design Considerations of the Ludlow Maintenance Commission. 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 clearing, excavation, or cutting of trees over six-inch breast-high diameter be conducted within thirty-five (35) feet of any property line until after the details and written plans and specifications thereof disclosing clearing, size, materials, location, finish and elevations (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. 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 specifications be so disapproved (or if conditionally approved, then unless the conditions 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 areas in a pleasing but not necessarily uniform combination of permanent residences and recreational homes.

4. Land Use: Lots within the area subject hereto shall be utilized solely for single family residential use consisting of a single residential dwelling and outbuildings consistent with permanent or recreational residence. Structure shall be of new construction and shall not be commenced until building permit of appropriate public body is obtained, together with architectural control approval as provided in paragraph 3. 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.

No motorhome, camper, trailer, camp truck, boat, boat trailer, snowmobile, or recreational vehicle, shall be parked or stored on the Property unless such vehicle is completely screened from view from adjacent residences, streets, pathways, and open space areas.

Dogs, cats, and other conventional household pets may be kept unless said pets become the cause of annoyance or nuisance. Cattle, horses, sheep, or llamas may be kept, but not pigs, goats, or chickens. In no event shall any pet or animal be kept for other than the private, non-commercial use of lotowners within the area subject hereto. The maximum number of livestock animals shall not exceed one animal per half acre.

All pens, enclosures, and buildings housing pets or animals shall be kept, at all times, in a clean and sanitary condition and in a sound state of repair. The set-back for animal outbuildings from the front yard lot line shall be at least 150 feet. Animals off the property shall be under positive control.

5. Nuisance or Offensive Use: No noxious or offensive trade or activity shall be conducted on any portion of the Property, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Jefferson County, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Property which may be or become an annoyance or nuisance to any individual owner or detract from the value of the community. No firearms of any kind or nature, including rifles, handguns, or any other like weapon, shall be used or discharged within the property except by authorized governmental officials. 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.

6. Utilities: As to each lot in the area 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, upon the contract terms (including lien rights for service) then prevailing by the utility district or company providing such services. That portion of the foregoing requirement concerning sewer service shall not pertain to Lots 2, 3, 4, 7, 8, 11, and 12 of Port Ludlow No. 6. However, nothing shall prevent the owners of said lots from voluntarily connecting to the available sanitary sewer system. All permanent 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 improvements 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 therefor shall together with regular utility service charges, be a lien upon the lot, subject on nonpayment to foreclosure acting including costs, interest and reasonable attorneys' fees, as in the case of a real property mortgage lien. 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: (1) septic tank and drainfield as approved

by public authorities and installed at owner's expense, or (2) available sanitary sewer service line. No private well or individual water source shall be created or used for lots subject hereto and each residence structure shall be connected at owner's expense to the community water system owned and operated by Ludlow Utilities Company.

7. Resubdivision: No lot to which these restrictive covenants apply shall be further divided into more than a total of two (2) parcels. Any resubdivision of lots shall be done in strict compliance with pertinent requirements of Jefferson County and the State of Washington. The following should be included in this section:

a. The new Parcel owner shall become a member of the LMC and subject to the same Covenants & Regulations as the original owner.

b. Before a lot is sub-divided, the manner of sub-division shall be reviewed and approved by the Architectural Control Committee. Factors such as future house layout, utilities, roads, lot size and shape, and other pertinent matters will be considered. Approval will not be unreasonably withheld.

c. The allowable livestock animal density remains at one animal per half acre. The sub-divided lot must be at least one acre to have any livestock animals.

8. Amendments: Amendments to these restrictive and protective covenants shall be in the same manner and circumstances as set forth in previous, platted Port Ludlow subdivisions.

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 damages and reasonable costs of any such action in any court having jurisdiction of the 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 or 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.

Signed:

G. H. Folquet
GEORGE H. FOLQUET, PRESIDENT & CEO
POPE RESOURCES


1/1/89
DATE

STATE OF WASHINGTON

COUNTY OF KING

On this 9TH day of JANUARY, 1989 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G.H. FOLGOTT and _____ to be known to be the CEO President and _____ Secretary, respectively, of POPE RESOURCES 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 and that the seal affixed is the corporate seal of said corporation.

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



Notary Public in and for the State
of Washington residing at KENT

6-1-91

315729

RECORDED IN
VOL. 260 PAGE 557
OF OFFICIAL RECORDS
REQUEST OF
JEFFERSON TITLE COMPANY
1988 JUL 13 PM 3:37

Amendment to those certain restrictive and protective covenants covering lots 2 through 13 inclusive Port Ludlow No. 6 recorded under Auditor's File No. 315283.
BY *A. [Signature]* DEPUTY AUDITOR

6-21-88

259/248-251

This Amendment shall remove lots No. 12 and No. 13 from the control of covenants recorded under Auditor's File No. 315283 effective this date.

POPE RESOURCES

By *G. H. Folquet*
George H. Folquet,
President & CEO

Dated July 12, 1988

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me

_____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this 12 day of July, 1988 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____
to me known to be the X President and _____ Secretary, respectively, of POPE MGP

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 and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of Washington,
residing at Keast