

**AFTER RECORDING, RETURN TO:**

Marco de Sa e Silva  
Davis Wright Tremaine LLP  
1501 Fourth Avenue  
Suite 2600  
Seattle, WA 98101-1688

SEP 01 2000

**PORT LUDLOW MASTER PLANNED RESORT  
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**Grantors:** Olympic Property Group LLC, a Washington limited liability company  
Olympic Real Estate Development LLC, a Washington limited liability company  
Olympic Resorts LLC, a Washington limited liability company  
Pope Resources, a Delaware limited partnership

**Grantee:** Port Ludlow Village Council, a Washington nonprofit corporation

**Abbreviated Legal Description:**

PORTIONS OF SECTIONS 8, 9, 16, 17, 18, 20, 21, AND 29, TOWNSHIP 28 NORTH,  
RANGE 1 EAST, W.M. JEFFERSON COUNTY, WASHINGTON.

Full legal description is on Exhibit A (pages 9 to 47) of document.

**Assessor's Property Tax Parcel Account Numbers:**

821171015	821171011	821174002	821172001	821172003	821173001
821174003	821202001	821204001	821213001	821211003	821212001
821211004	821164002	821164001	821291001	821163012	821201003
821163003	821201004	821163006	821163007	821201002	821204002
821212002	821213002	821291003	821171001	821172002	821163013
821084004	821093003	821093001			

See Attachment 1 for additional numbers

**Reference to Related Document:**

Auditor's File No. 435975

**PORT LUDLOW MASTER PLANNED RESORT  
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made this 1 day of September, 2000, by Olympic Property Group LLC, a Washington limited liability company ("OPG"); Olympic Real Estate Development LLC, a Washington limited liability company ("ORED"); Olympic Resorts LLC, a Washington limited liability company ("Resorts"); and Pope Resources, a Delaware limited partnership ("Pope"). OPG, ORED, Resorts, and Pope are referred to collectively herein as "Declarant."

This Declaration amends and restates that certain Master Declaration made by Declarant and recorded in the real property records of Jefferson County, Washington under Auditor's File No. 435975.

**RECITALS**

A. OPG, ORED, Resorts, and Pope, which together comprise Declarant, are the owners of the real property legally described on Exhibit A attached hereto (the "Property"), situate in the unincorporated area of Port Ludlow, Jefferson County, Washington. The Property is shown generally on the drawing attached hereto as Exhibit B (the "Drawing"). The Property comprises a portion of a master planned resort designated by Jefferson County in 1998.

B. Declarant desires to enhance the quality of new development within the Property by impressing upon the Property certain covenants, conditions, and restrictions in accordance with the terms and conditions set forth herein.

C. This Declaration is made by Declarant voluntarily and for no monetary or other consideration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

**AGREEMENT**

**1. Property Subject to Declaration.** Declarant hereby declares that the Property is and shall be subject to the terms and conditions of this Declaration. This Declaration is in furtherance of a general plan for the overall improvement of the Property and is established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. This Declaration is not intended to amend or supersede any other covenants, conditions, or restrictions affecting the Property as of the date hereof but is instead intended to supplement such existing covenants, conditions, and restrictions. This Declaration is a private agreement or conveyance, is not intended to confer any privileges or rights upon Jefferson County, any other governmental authority, or the general public, and shall not be used against

Declarant, its successors and assigns, during any administrative or quasi-judicial processes relating to subdivision or use of the Property.

**2. Development Guidelines.** During the term of this Declaration, the new development of the Property shall be consistent with the development guidelines attached hereto as Exhibit C (the "Development Guidelines"). "New development" means the construction of new buildings and other new improvements on real property that is unimproved as of the date of this Declaration and does not mean the maintenance, remodeling, renovation, or repair of existing structures.

**3. Benefits and Burdens.** This Declaration shall burden the Property as a covenant appurtenant to the Property and shall benefit Port Ludlow Village Council, a Washington nonprofit corporation ("PLVC"), as a covenant in gross.

**4. Exceptions.** From time to time, PLVC may grant exceptions to the application of the Development Guidelines, within thirty (30) days after its receipt of a written request from the owner of the Property for such exception is sought, if such exception appears reasonably likely to (a) Enhance the use, enjoyment, and value of the area subject to the exception, and (b) Will not have a materially detrimental effect on the remainder of the Property. If PLVC does not deny a request for an exception within thirty (30) days after receipt of a written request, then the request shall be deemed approved by PLVC.

**5. Compliance with Laws.** If Declarant is obligated under the any of the Development Guidelines to comply with the requirements of any law, ordinance, or regulation, then such obligation relates to such law, ordinance, or regulation, including amendments thereto, as may be in effect and applicable to the Property, and such obligation may be enforced by PLVC in an appeal of a land use decision under the Washington Land Use Petition Act, RCW Ch. 36.70C, and by no other means.

**6. Amendments.** This Declaration may be amended by an affirmative vote of amendment approved by PLVC and the owners of a majority of the area comprising the Property at an election held for such purpose. If the required votes of amendment are obtained, then PLVC and the owners approving such amendment shall record a Certificate of Amendment in the real property records of Jefferson County, Washington. This Declaration shall be amended automatically as provided at Section 8 hereof.

**7. Termination.** This Declaration shall be effective as of the date first above written and shall terminate automatically twenty (20) years thereafter. This Declaration shall terminate automatically upon the dissolution of PLVC. This Declaration may be terminated by an affirmative vote of termination approved by PLVC and the owners of a majority of the area comprising the Property at an election held for such purpose. If the required votes of termination are obtained, then PLVC and the owners approving such termination shall record a Certificate of Termination in the real property records of Jefferson County, Washington. Thereafter, this Declaration shall have no further force and effect.

**8. Release of Developed Portions of Property.** The description of the Property subject to this Declaration shall be amended automatically from time to time to release any and all portions of the Property for which final plat approval, condominium declaration, or any land use approval subject to environmental review under the State Environmental Policy Act, RCW Ch. 43.21C, including without limitation any conditional use permit, shoreline substantial development permit, building permit, or plat alteration, has been granted or recorded after the date hereof by Jefferson County or any other governmental authority with jurisdiction over the subdivision and development of the Property. From time to time, Declarant may prepare, execute, and record in the real property records of Jefferson County, Washington, a Certificate of Amendment to provide notice of such release.

**9. Release of Ludlow Bay Village.** The description of the Property subject to this Declaration shall not include any lands within the Plat of Ludlow Bay Village as recorded in Volume 6 of Plats at Pages 228 through 233, records of Jefferson County, Washington, if those lands are developed pursuant to subdivision and land use approvals in existence as of the date hereof.

**10. Cooperation.** PLVC and the Declarant shall cooperate with each other and shall deal with each other fairly and in good faith in connection with this Declaration.

**11. Enforcement.** PLVC shall have the exclusive privilege and right to enforce the terms and conditions of this Declaration against any owner of any portion of the Property, provided, however, that any owner of any portion of the Property shall have the right to seek (a) a declaratory judgment as to the applicability or interpretation of any term or condition of this Declaration, (b) a judgment that this Declaration has been amended or terminated, that this Declaration is unenforceable, or that any portion of the Property is released from the terms and conditions of this Declaration, and (c) other relief as may be allowed at law or in equity in response to any action of PLVC. No successors, assigns, representatives, or trustees of PLVC, and no other entity or person except PLVC, shall have any benefits, interests, privileges, or rights to enforce the terms and conditions of this Declaration against any owner of any portion of the Property. If any owner of any portion of the Property shall fail to comply with any term or condition of this Declaration, then PLVC may enforce such term or condition against such owner by commencing an action against such owner in Jefferson County (Washington) Superior Court, which shall be the sole and exclusive venue for the adjudication of any matter arising under this Declaration.

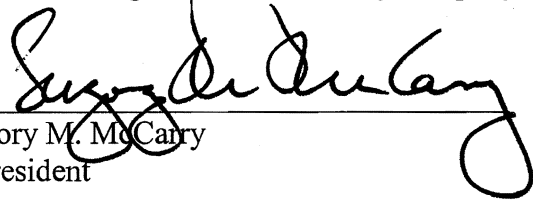
**12. Attorney Fees.** In the event any legal proceeding is commenced to enforce or interpret any term or condition of this Declaration, the substantially nonprevailing party shall pay the costs, expenses, and attorneys' fees of the substantially prevailing party, including costs, expenses, and fees on appeal.

**13. PLVC Board Approval.** All actions of PLVC taken pursuant to this Declaration shall be expressly approved by a majority vote of its Board of Directors or shall be null and void.



ORED:

OLYMPIC REAL ESTATE DEVELOPMENT  
LLC, a Washington limited liability company



\_\_\_\_\_  
Gregory M. McCarry  
Its President

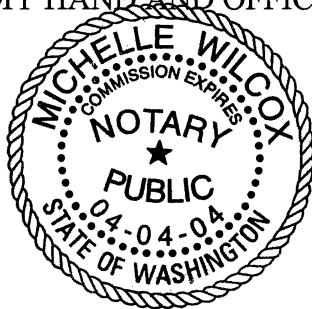
STATE OF WASHINGTON )

) ss.

COUNTY OF KITSAP )

On this 1<sup>st</sup> day of September, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GREGORY M. MCCARRY, to me known to be the President of Olympic Real Estate Development LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

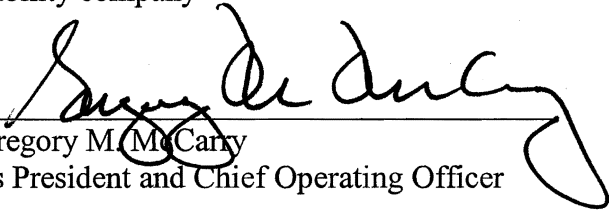
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



*Michelle Wilcox*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Poulsbo  
My commission expires 4/4/04  
Print Name: MICHELLE WILCOX

**RESORTS:**

OLYMPIC RESORTS LLC, a Washington limited liability company

  
\_\_\_\_\_  
Gregory M. McCarry  
Its President and Chief Operating Officer

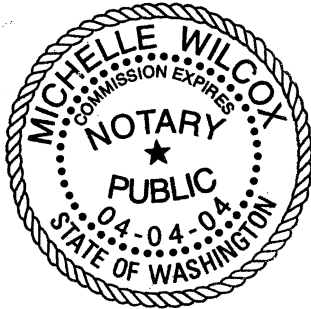
STATE OF WASHINGTON )

) ss.

COUNTY OF KITSAP )

On this 15<sup>th</sup> day of September, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GREGORY M. MCCARRY, to me known to be the President and Chief Operating Officer of Olympic Resorts LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



*Michelle Wilcox*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Poulsbo  
My commission expires 4/4/04  
Print Name: Michelle Wilcox



## **EXHIBIT C**

### **DEVELOPMENT GUIDELINES**

#### ***Purpose and Intent:***

The purpose of the Pope Resources (Pope) Development Standards and Design Guidelines is to direct development consistent with: 1) the Jefferson County Comprehensive Plan and Zoning Ordinance; 2) the Development Agreement executed between Jefferson County and Pope; and 3) the community's and ORM's vision for the future development of Port Ludlow defined during the Port Ludlow Planning Forum. The Design Guideline's unified organization of buildings, parking, open space and circulation systems is intended to give a distinguishing character and vitality to the place. The Design Guidelines, in conjunction with other regulatory requirements, provide a framework for future improvements to Pope property within the MPR.

#### ***Land Uses:***

Within the MPR there are seven zones. The seven zones are:

SINGLE FAMILY (MPR-SF)

SINGLE FAMILY TRACTS (MPR-SFT)

MULTI-FAMILY (MPR-MF)

RESORT COMPLEX/COMMUNITY FACILITIES (MPR-RC/CF)

VILLAGE COMMERCIAL CENTER (MPR-VC)

RECREATION AREA (MPR-RA)

OPEN SPACE RESERVE (MPR-OSR)

All development within the seven MPR zones is subject to Jefferson County regulations including the Zoning Ordinance. A description of the permitted land uses, densities and design guidelines for each MPR zone are embodied in Jefferson County development regulations for the Port Ludlow Master Planned Resort, Ordinance No. 08-1004-99.

## **I. RESIDENTIAL USES**

### **A. RESIDENTIAL DESIGN GUIDELINES – SINGLE FAMILY**

There are three separate residential zones within the MPR: Single Family (SF), Single Family Tracts (SFT) and Multi-Family (MF). Residential development will be in enclaves or clusters to avoid sprawl; buffered from primary roadways; designed to maintain the existing character, minimizing roadways, paving and other impervious surfaces; and connected to other areas within the MPR by pathways and trails.

### **B. RESIDENTIAL DESIGN GUIDELINES - MULTI-FAMILY**

#### *1. Site Planning*

Buildings shall be oriented to create a collective village form that provides a smaller informal scale to the development with a series of pedestrian linkages and special gathering places. Open space separations and buffering shall improve the transition between multi-family and other existing single family residential uses.

#### *2. Buildings*

##### Height

The heights of buildings will vary between one and four levels utilizing the existing sloped topography to reduce the apparent scale of the development.

##### Bulk and Scale

Buildings shall be designed to reduce their apparent scale and mass. The articulation of facades, alignment of walls, and architectural detailing shall contribute to a small-scale appearance.

##### Roof Form

All roofs will be sloping (no flat roofs) to reinforce the shedding of water and the existing character of the location. Roof forms shall also be broken up to provide visual interest and reduce the apparent mass of building forms. Reflective metal roofing systems shall be prohibited.

##### Materials/Finishes

Exterior materials shall be aesthetically compatible with materials from our region and be appropriate to Port Ludlow. Durable, high quality materials and finishes shall be an important design selection factor.

### 3. *Pedestrian Circulation*

#### Sidewalks/Pathways/Trails Hierarchy

Connecting pathways shall extend into adjoining areas and may or may not be paved. Trail surfaces shall recognize safety and convenience and may include stones and other compacted materials.

### 4. *Landscaping*

#### Plant Materials

Landscaping shall emphasize plantings and other features that complement and are consistent with the native flora of the surrounding area. Seasonal accents may be integrated at entries and at special places.

#### Buffers

A landscape buffer will be created where necessary around the multi-family developments within the MPR. The purpose of the buffer would be to diminish the visual impact of the buildings from arterial roadways while not unreasonably blocking views.

## II. RESORT AND COMMUNITY/VILLAGE COMMERCIAL CENTER

### A. RESORT/COMMERCIAL DESIGN GUIDELINES

#### Applicability

The following Design Guidelines apply to three geographic areas of Port Ludlow:

*the Village Commercial Center*  
*the Resort Complex, including the Marina*  
*the Recreation Area – Golf Course*

The Design Guidelines address eight elements that compose the vision for the future Port Ludlow. Each is described separately, although all will be planned for in concert.

#### 1. *Site Planning*

##### Orientation

Buildings shall be oriented to create a collective village form. The 'front doors' to buildings will be clearly identifiable from vehicular and pedestrian approaches. Orientation shall avoid a strip commercial mall appearance. Rather, multiple building face alignments and street edge setbacks shall add diversity. With the exception of the main resort buildings, the buildings shall appear as a small village organization that provides a smaller more informal scale to the development with a series of pedestrian linkages and special gathering places.

### Compatibility

Clustering of the resort and commercial uses is intended to protect the privacy of nearby residential areas and hotel units. Open space separations and buffering shall improve the transition between the uses. Buildings and outdoor gathering places shall recognize the need for compatibility, particularly in terms of noise and lighting at night.

## *2. Buildings*

### Height

The height of buildings shall generally be one to two levels, except at the resort complex or in certain mixed-use buildings in the Village Center. The heights of buildings in the resort complex will vary between one and four levels utilizing the existing sloped topography to reduce the apparent scale the development. Mixed-use buildings in the village center will vary between one and three levels.

### Bulk and scale

Buildings shall be designed to reduce their apparent scale and mass. The articulation of facades, alignment of walls, and architectural detailing shall contribute to a small-scale village appearance. The main resort buildings will be larger in scale, to the limit allowed in the Jefferson County Zoning Ordinance.

### Roof Form

All roofs will be sloping (no flat roofs) to reinforce the shedding of water and the existing character of the location. Roof forms shall also be broken up to provide visual interest and reduce the apparent mass of building forms. Reflective metal roofing systems shall be prohibited. All roof top mechanical equipment shall be screened.

### Architectural Character

The theme shall be timeless and relate to the Port Ludlow environment. The architectural character will relate to the history of the site and region drawing upon the expression of wood timber construction as part of the architecture. Timelessness means not to follow a current trend or fashion or construction technique that will become quickly dated.

### Materials/Finishes

Exterior materials shall be aesthetically compatible with materials from our region and be appropriate to Port Ludlow. Durable, high quality materials and finishes shall be an important design selection factor.

### Service Areas/Storage

These necessary functional areas shall be located away from public view and screened by fencing and/or landscaping. Outdoor storage shall be discouraged.

### Support Facilities

Small structures such as gatehouses and kiosks shall have the same design quality and standards as buildings. Other amenities, such as vending machines, telephones, shall only be provided if consistent in character with the adjoining buildings. Prefabricated, standardized items that add clutter shall be avoided.

### *3. Vehicular Circulation*

#### Roadways

Where practical, the road system shall have a distinctive hierarchy that directs wayfinding. The main route to local destinations shall be clear. Parking shall be separated from the major traffic routes to improve safety. Routes shall have a clear sense of arrival at landmarks, such as with plazas, drop-offs, or cul-de-sacs.

#### Service Functions

Service access shall be generally at the rear of buildings and related activities shall be unobtrusive to the more public front side. No routes are specifically limited to only service functions.

#### Emergency Access

Roadways shall be designed to reasonably allow fire and other emergency vehicle access.

### *4. Parking*

#### Configuration

Surface parking shall be configured to reduce the appearance of large, unbroken expanses of paving. Landscaping shall be sufficient to 'naturalize' the parking while maintaining adequate visibility for safety. No parking shall be allowed on any of the resort roadways. Structured parking may be provided in the resort core.

#### Paving

New, permanent surface parking areas shall be paved with surfaces such as asphalt or concrete to avoid dust and mud. Provisions shall be included for proper drainage, curbs and wheel stops, and painted striping of parking spaces.

### *5. Pedestrian Circulation*

#### Sidewalks/Pathways/Trails Hierarchy

The system of pedestrian circulation shall be further developed and maintained. Paved sidewalks shall be located within the resort complex and village center areas where pedestrian activity is most concentrated. Connecting pathways shall extend into adjoining areas and may or may not be paved. Trails are the least improved and smallest scale of the pedestrian circulation system.

Trail surfaces shall recognize safety and convenience and may include stones and other compacted materials.

#### Weather Protection

Where constructed, covered walkways and small pavilions shall be designed to provide protection from the rain while linking resort facilities.

#### Surfaces

Sidewalks and pathway surfaces shall be generally constructed of hard materials that are slip resistant. Trails in the open space maybe constructed of soft surfaces.

### *6. Landscaping*

#### Plant Materials

Landscaping shall emphasize plantings and other features that complement and are consistent with the native flora of the surrounding area. Seasonal accents may be integrated at entries and at special places.

#### Amenities/ Special Places

The resort core may include numerous amenities and special places including, but not limited to: a pond/aquarium, a central green, an amphitheater, a plaza, a putting course and a boardwalk.

#### Buffers

Landscape buffers will be created to re-establish the continuity of the natural landscape between the uphill residential development, the Resort Complex and Village Center. The purpose of these buffers would be to diminish the visual impact of the buildings from arterial roadways and the surrounding residential developments while not unreasonably blocking views. Any buildings constructed along the Ludlow Creek stream corridor shall be screened with landscaping at the ground level on the creek side.

### *7. Signs*

A consistent sign design system for identity, directions and safety shall be developed for the resort complex. Temporary signs and displays for special events and festivals shall be allowed in the resort complex and Village Center. In the Village Center, no banners or A-board signs may be posted outside or on the exterior of buildings. Animated signs are prohibited. Interpretive signs may be integrated along trails and at historic sites.

### **8. *Lighting***

Artificial outdoor lighting shall be shielded or oriented away from light sensitive uses, e.g., residential, hotel, to avoid direct glare. Lighting along circulation routes may be used to enhance safety and security.

### **9. *Utilities***

All power, water and sewer service utility lines will be underground. Any utility services such as antennas, TV dishes, propane tanks, etc. that can not realistically be placed underground will be totally screened from view.