

PL # 2

200394

200294

RECORDED AT 1:55 P.M.
Vol. 10, Page 448
By *[Signature]*

MAY 23 1969

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
AND SUBJECTION TO ASSESSMENT AND UTILITY LIENS**

BETTY J. TEMPLE, Jefferson County Auditor
By *[Signature]*
Recorded _____ Indexed *[Signature]* Proof Paid _____

PUPE & TALBOT DEVELOPMENT, INC., (herein "Grantor"), a Washington corporation with offices at Seattle, King County, Washington is the owner of the property in Jefferson County, Washington described in a Plat entitled "PORT LUDLOW NO. TWO", which said plat was recorded in the office of the Auditor of Jefferson County on May 19, 1969 in Volume 5 of Plats on Pages 41 to 48 inclusive, under Auditor's File No. 200294, the description of which property is hereby incorporated herein by this reference as though set forth in full. The lands within such plat are fully subject to the terms hereof and the terms hereof shall run with the land. Now, therefore, Grantor hereby declares and certifies restrictions 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 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 platted land subject hereto.

2. Assessments and Lien: The Maintenance Commission is empowered to establish assessments upon lots in platted land subject hereto for the common benefit of such lots as to utilities, roadways, property protection, drainage, landscaping, insurance, improvements 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 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 said plat 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 By-Laws 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, no more than one guest cottage, patio structure) as consistent with permanent or recreational residential. 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 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 man-made 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 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, 208 Second and University Building, Seattle, Washington 98101, or at such other registered office location as may be hereafter 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 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 area in a pleasing but not necessarily uniform combination of permanent residences and recreational homes.

5. Easements, 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. Two, 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 therefor 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 thereof shall accrue in favor of any lot or lot owner.

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 sale 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 of 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 such structure shall be then forthwith so connected. 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 action, including costs, interest and reasonable attorneys' 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 drainfield 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 system service is available, 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 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 that 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 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 providing 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.

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 replatted 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 or relieving the application of restrictive covenants to the platted lots as platted.

DATED this 20th day of May, 1969.



POPE & TALBOT DEVELOPMENT, INC.

By: *R. D. Bruce*

R. D. Bruce

and *R. E. Baird*

R. E. Baird

STATE OF WASHINGTON))
County of KING) ss.

On this 20th day of May, 1969, before me a Notary Public in and for the State of Washington, personally came R. D. Bruce and R. E. Baird to me known to be the President and V.P.-Secretary respectively, of the corporation which executed the within and 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 they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Paul M. Baird
Notary Public in and for the State
of Washington, residing at Seattle

