

DECLARATION OF RESTRICTIVE COVENANTS
AND SUBJECTION TO ASSESSMENT LIEN

POPE & TALBOT, INC. (herein "Grantor"), a California corporation with office at Seattle, King County, Washington, is the owner of the property described in Exhibit A hereto annexed and by this reference incorporated herein as though set forth in full. Contemporaneously herewith, Grantor is causing to be filed in the office of the Auditor of Kitsap County, Washington, a plat entitled "Shore Woods" covering a portion of the land described in Exhibit A. This declaration applies to said Plat of Shore Woods and the lands within such plat are fully subject hereto, the terms hereof running with the land. Grantor expects that from time to time it or its successors or assigns may plat further portions of the property described in Exhibit A and, if such later plats recite that they are subject hereto, the lands within such plats shall be so subject, the terms hereof running with the lands as so subjected. 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 SHORE WOODS 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, 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 within plats subject hereto shall, as to each lot, first arise when the same is first sold by deed or real estate contract from Grantor, 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 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 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 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 until after the written plans and specifications thereof disclosing size, materials, location, finish and elevations have been submitted to and approved by the committee referred to herein. The initial Architectural Control Committee consists of the following three individuals: John Roberts,
Robert Baird and R. D. Bruce,
and their address for receipt of communications is c/o Pope & Talbot, Second & University Building, Seattle, Washington 98101.

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. 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.

(a) At any time that the Maintenance Commission includes as members owners of at least 80% of the lots within the platted land now or as may be hereafter subject hereto, the members of the committee as provided for in this paragraph may be designated, removed or replaced by the trustees of said Maintenance Commission and the address for forwarding communications to said committee shall be at the registered office of the Maintenance Commission as disclosed by the Articles of Incorporation (and as the same may be amended) of the Maintenance Commission as filed of public record.

5. Easements, Roads and Common Property: By this declaration Grantor confirms the granting and reservation of easements, the dedication of public roads and the designation of common property all as shown upon the Plat of ShoreWoods filed contemporaneously herewith, and reserves to itself, successors and assigns, the right similarly to grant, reserve, dedicate and designate such matters in future plats subjected hereto. Grantor reserves to itself the right to transfer title or to contract therefor or to lease the "common property" as designated upon plat or plats subject hereto, to the Maintenance Commission, and title to such property is reserved in Grantor until so transferred.

6. Nuisances 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 in sale of lots, Grantor further reserving to itself, its successors and assigns, as to each plat which is filed of record 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: 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 the owner's expense, to such public water system. No pit (or equivalent) toilet facility shall be constructed or used and each residence shall, before occupancy, be connected at owner's expense with approved septic tank and drainfield as approved by public authorities. Electric and telephone overhead wires and facilities may be located in dedicated roads and streets or within common areas, and connection therewith shall be at owner's expense.

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 the lots within platted areas from time to time 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 in favor of the Maintenance Commission 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 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.

DATED this 12th day of May, 1965.

POPE & TALBOT, INC.

By

E. M. W. Hunter
Its Exec. Vice President

(CORPORATE SEAL)

and

J. Resseguit
Its Secretary

STATE OF OREGON)

) ss.

County of Multnomah)

On this 12th day of May, 1965, before me, a Notary Public in and for the State of Oregon, personally came E. M. W. HUNTER and J. RESSEGUIT, to me known to be the Exec. Vice President and 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.

A. M. Dittmarson
Notary Public in and for the State
of Oregon, residing at Portland

RESTRICTIVE COVENANT

(SUPPLEMENT)

POPE & TALBOT, INC. ("Grantor"), a California corporation with office in Seattle, King County, Washington, is the owner of real property described in Exhibit A annexed and incorporated in that instrument executed by the Grantor, entitled "Declaration of Restrictive Covenants and Subjection to Assessment Lien" recorded on Page 474, in Volume 833 of Deeds, under Auditor's File No. 848835, records of Kitsap County, Washington, said instrument is referred to herein as "initial declaration", and by this reference is incorporated herein. This instrument supplements said initial declaration as if the terms hereof were added thereto as a part thereof, the terms hereof running with the land subject hereto, as follows:

849997

11. Integrity of lots. Where the terms "lot" or "lots" are used in the initial declaration to which this instrument is a supplement, the same refer to a lot or lots as platted according to the recorded plat thereof as executed and recorded in Kitsap 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 the aforesaid initial declaration be so amended as specifically to permit the same all in accordance with the requirements of paragraph 8 thereof, 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.

This amendatory declaration is executed and acknowledged at a date when Grantor herein is the sole owner and only party interested in all lots and land subject to the aforesaid initial declaration.

DATED this 2nd day of June, 1965.

POPE & TALBOT, INC.

By Cyrus T. Walker
Its President

and J. Resseguit
Its Secretary

STATE OF OREGON) ss
County of Multnomah)

On this 3rd day of June, 1965, before me, a Notary Public in and for the State of Oregon, personally came CYRUS T. WALKER and J. RESSEGUIE, to me known to be the President and 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.

A. M. Pitmarson (A. M. Pitmarson)
Notary Public in and for the State of
Oregon, residing at Portland.

59-7-9

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A. M. Dittmarson (A. M. Dittmarson)
Notary Public in and for the State of Oregon, residing at Portland.

Filed for Record June 7, 1965 at 1:58 P.M.
Request of WASH. TITLE INS. CO. - KITSAP CO. OFFICE
MARGARET McPHERSON, Kitsap Co. Auditor VM