

Page 495 of 212

532441

PROTECTIVE COVENANTS AND RESTRICTIONS

COME NOW RALPH E. SCOTT, BETTY C. MATTUS AND WALTER SCOTT JR., as joint owners, places on the property described on ADDENDUM "A" attached hereto, incorporated herein and made part of this agreement, the following Protective Covenants and Restrictions.

1. All lots in this property shall be used for residential, camping or recreational purposes only; no commercial use shall be allowed.
2. No permanent mobile homes will be allowed. However, modular, stick built homes (which are not built on a metal chassis and which require a cement foundation) shall be allowed. Permanent Home or Cabin, minimum size shall be one thousand square feet (1000 square feet).
3. Travel trailers and campers may be used for temporary residences, up to four (4) months per year. (cumulative for the year).
4. Any structures started shall have the exterior materials and finishings in place and completed within twelve (12) months of commencement. Building materials must not be left in open space for more than twelve (12) months.
5. No animals shall be kept on the premises, except for domestic cats and dogs. Maximum of three (3) total domestic pets. No farm animals shall be kept on the premises, except for horses. Maximum of two (2) and properly corralled and maintained, leaving no unsightly conditions.
6. No dumping of any refuse, garbage or automobiles or like vehicles will be allowed.
7. No hunting shall be allowed and the use of firearms is prohibited within this subdivision.

SEE
ADDENDUM
"B"

Cmail
Ralph Scott
 REQUEST OF: *NE 4861*
N. Shore Rd.
Belfair WA
 91 SEP 16 11:11:05
 RECORDED 980
 095 20 219 98518
 ASHTON PASEN COUNTY
 COUNTY CLERK

REEL 495 FR 213

Page 2 PROTECTIVE COVENANTS AND RESTRICTIONS

- 8. If any owner(s) or contract purchaser(s) of lots herein or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning or purchasing any real property included in this subdivision to prosecute any proceedings at law or equity against the person(s) or purchaser(s) violating any such covenant and either enjoin such owner(s) or purchaser(s) from so doing or to recover damages for such violation or attempt thereof. Recovery of damages shall include a reasonable attorney's fee to enforce these covenants and normal time and court costs associated with a suit of this nature.
- 9. Any of these covenants can be amended or added to, by a simple majority, with each lot in development having one (1) vote.
- 10. These covenants, conditions and restrictions shall be binding on the, successors and assigns of the undersigned, shall run with the title to the land described herein and shall become appurtenant thereto.

SEPTEMBER 16TH 1991.

Ralph E. Scott
Ralph E. Scott

Betty C. Mattus
Betty C. Mattus

Walter Scott Jr.
Walter Scott Jr.

STATE OF WASHINGTON)
COUNTY OF Mason) ss.

On this day personally appeared before me RALPH E. SCOTT and BETTY C. MATTUS and WALTER SCOTT JR., to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of September, 1991.

Rosalie M. Beverly
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing at Bellingham
My commission expires 2-20-1993

Rec 495 Fr 214

" ADDENDUM "A"

PROTECTIVE COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTIONS

W. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$. Section 14, and

That part lying Westerly of creek in the
S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, Section, 14, and

N. $\frac{1}{2}$ of the N.E. of Section, 23 .

Also recorded under Auditors Fee No's in
Book 15 of Surveys.

Pages 67 and 68 No 514148 and
Page 196 No 524417.

All above described properties are located in

Mason County, Washington

Township 21, North Range 2 West W. W.

REEL 005FR039

Reel 495 Fr 214

" ADDENDUM "A"
PROTECTIVE COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTIONS

W. 1/4 of the S.E. 1/4, Section 14, and
That part lying Westerly of creek in the
S.E. 1/4 of the S.E. 1/4, Section, 14, and
N. 1/4 of the N.E. of Section, 23 .

Also recorded under Auditors Fee No's in
Book 15 of Surveys.

Pages 67 and 68 No 514148 and
Page 196 No 524417.

All above described properties are located in
Mason County, Washington
Township 21, North Range 2 West W. M.

" ADDENDUM " E "

The undersign, being the original owners and still
holding more than 50 per cent of the Lots, wish to
amend, Paragraph No. 2 regarding permanent Homes and
Cabins, wish to change the wording to read as follows.
Permanent Custom built homes, modular homes, cabins
and mobile homes, will be allowed.
All must have a wood siding or custom built home
appearance. All homes must be placed on a concrete
foundation, be no less than sixteen feet in width
and have a minimum of one thousand square feet.

December 3, 1997

Ralph E. Scott
Ralph E. Scott

Betty C. Mattus
Betty C. Mattus

Walter Scott Jr.
Walter Scott Jr.



Return Address:

Russell Scott
PO Box 190
Belfair WA 98528

Grantors: Walter Scott, Jr. and Kari A. Scott
Grantees: Same
Abbrev. Legal Desc. Trs. 1-7, Survey 15/196, ptn N ½ NE ¼ 23-21-2
Parcel No. 22123 10 00010

AMENDMENT TO PROTECTIVE COVENANTS

This agreement is made this 6 day of October, 2006 by WALTER SCOTT, JR. and KARI A. SCOTT, husband and wife, for the purpose of supplementing the existing protective covenants for the purpose of preserving the residential character and value of the land affected hereby.

LAND AFFECTED

All that portion of the North half (N ½) of the Northeast quarter (NE ¼) of Section twentythree (23), Township twentyone (21) North, Range two (2) West, W.M., which lies Easterly of East Scott Creek.

Said land being also known and described as Tracts one (1) to seven (7), both inclusive, of survey recorded April 2, 1991, in Volume 15 of Surveys, page 196, Auditor's File No. 524417.

WHEREAS, the "LAND AFFECTED", as well as additional land, is subject to the provisions of "PROTECTIVE COVENANTS AND RESTRICTIONS" recorded September 16, 1991, Auditor's File No. 532441, hereinafter referred to as "Original Covenants" and "PROTECTIVE COVENANTS AND RESTRICTIONS" recorded December 5, 1997, Auditor's File No. 657638, rerecorded June 10, 1998, Auditor's File No. 668883, hereinafter referred to as "Revised Covenants".

WHEREAS, the undersigned wish to supplement the previously recorded "PROTECTIVE COVENANTS AND RESTRICTIONS" with respect to the above described "LAND AFFECTED" only. The undersigned acknowledge and confirm that the provisions of this Amendment are applicable only to the land described herein.

AMENDMENTS TO PROTECTIVE COVENANTS

NOW, THEREFORE, in consideration of mutual benefits to be derived by the parties hereto, the undersigned declare the following terms, conditions and provisions shall encumber the land of the undersigned as described herein, and future any subdivisions thereof:

1. Paragraph 2 of the "Original Covenants", as previously amended in Addendum B attached to the "Revised Covenants", is hereby amended to the following:

No permanent mobile homes or manufactured homes built on a metal chassis will be allowed. However, modular, stick built homes (which are not built on a metal chassis and which require a cement foundation) shall be allowed. The minimum size of a permanent home or cabin shall be one thousand square feet (1,000 square feet) of living space, which shall not include decks, porches, or garages.



2. Paragraph 3 of the "Original Covenants" is hereby amended to the following:

No trailer or camper shall be placed upon any lot/tract for a cumulative period exceeding four months in any calendar year. Nor shall any trailer or camper remain continuously on any lot/tract for more than four weeks at a time. A trailer or camper may be used for recreational purposes only, not as a permanent residential home.

3. Paragraph 4 of the "Original Covenants" is hereby amended to replace the sentence which reads "Building materials must not be left in open space for more than twelve (12) months" with the following:

Building materials must not be left in open space for more than six (6) months.

Paragraph 5 of the "Original Covenants" is hereby amended to the following:

No animals shall be kept on the premises, except for domestic cats and dogs, to a maximum of two (2) total domestic pets. No farm animals shall be kept on the premises. No animals or fowl, including domestic cats and dogs, may be kept, bred or raised for commercial purposes. Dogs shall not be allowed to run free, but must be contained/restrained at all times. No otherwise permitted animal shall be allowed which becomes a nuisance to any other property owner (such as vicious, aggressive dogs).

All of the provisions of the "Original Covenants" and the "Revised Covenants" shall remain in force and of full legal effect, and shall be unaffected by this amendment.

As previously stated, this Amendment to Protective Covenants is applicable only to the "LAND AFFECTED" as described herein. All of the amendments set forth herein are intended to create greater restrictions than those applicable to the other land described in the "Original Covenants" and the "Revised Covenants", and as such, the consent of the owners of the other land to these Amendments is not required.

This Amendment to Protective Covenants shall be binding on the undersigned, their heirs, successors and/or assigns. The provisions established herein shall be appurtenant to and run with the titles to the land of the undersigned as described herein, and any future subdivisions thereof. Accepting an interest in and to any portion of the within described land shall constitute an agreement to be bound by and subject to the provisions of these Protective Covenants.

DATED this 6th day of October, 2006.

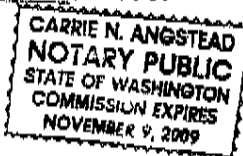
Walter Scott Jr.
WALTER SCOTT, JR.

Kari A. Scott
KARI A. SCOTT

STATE OF WASHINGTON)
COUNTY OF Mason)

On this day personally appeared before me WALTER SCOTT, JR. and KARI A. SCOTT to me known (or proven on the basis of satisfactory evidence) to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of October, 2006.



Carrie N. Angstead
NOTARY PUBLIC in and for the State
of Washington, residing at
My commission expires 11-9-09



Agreement. However, no property owner under this Agreement shall be entitled to compensation for any maintenance work performed, unless the compensation is authorized in advance by the manager.

d) It is understood that the ROAD is a private road. As a result, neither the manager nor the owners of the land described herein shall be liable for any damages or injuries which result from possible road conditions. However, the manager shall be required to use "best efforts" to maintain the ROAD as a passable "all-season" dirt and gravel roadways at all times, subject to the property owners' limited resources.

e) In the event of damage to the ROAD beyond normal wear and tear due to the actions of a specific owner, or their tenants, agents, including contractors and subcontractors, or guests and/or invitees, that owner shall be required to take all immediate actions necessary to maintain the roadway as passable, and shall be solely responsible for completing all repairs of such damage as soon as permitted by weather conditions, all at his sole expense.

2) Management

The management of the maintenance of the ROAD shall be conducted by WALTER SCOTT, JR. as long as he continues to own at least one of the tracts of land described herein. Thereafter, or at such time as WALTER SCOTT, JR. resigns as manager, a new manager shall be elected by a simple majority vote of the owners of the land subject to this agreement, each lot or tract being entitled to one vote. Management shall include but not be limited to levying and collecting road assessments from each lot owner, contracting out and hiring independent contractors to maintain the ROAD and performing any other business decisions and judgments that the manager feels are in the best interests of the land covered by this agreement.

3) Maintenance Assessments

The manager shall decide the specific assessment each year based on the needed repair and maintenance for that year. Initially, the annual assessments shall be \$200.00 per year per tract for each tract described herein, or each of the lots or tracts resulting from the subdivision of any one or more of the tracts described herein. Any annual assessment shall run from January 1st to December 31st of each year with assessments commencing January 1, 2007. This assessment may be increased, decreased, or eliminated for any particular year by the manager depending upon the manager's judgment as to the funds necessary for the ROAD repair and maintenance, provided, however, that any increase in the annual assessment must be approved by a simple majority of the lot owners of the land subject to this agreement, each lot or tract being entitled to one vote. All funds collected from these annual assessments shall be held in a separate banking account and shall be used for road maintenance and improvement only.

Assessments not paid by February 1st of each year or thirty (30) days after receipt of written notice that assessments are due (receipt shall be considered two (2) days following the postmark date of the envelope which contains said notice), whichever is later, shall be considered delinquent.

WALTER SCOTT, JR. and KARI A. SCOTT, having incurred the expenses of the initial development of the ROAD, shall be exempt from all annual assessments shall be as long as either of them continues to own at least one of the tracts of land described herein.

4) Liens and Foreclosure

In addition to constituting a personal liability of each owner all delinquent road assessments shall constitute a lien against delinquent owner's respective tract(s). The manager at the time the lien arises shall have the right to record a "Notice of Claim of Lien" against the delinquent owner's tract which may be later foreclosed for the benefit of all owners by the manager in the same manner and procedure as a foreclosure of MECHANICS LIEN set forth in R.C.W. 60.04, which statutes are incorporated herein by



reference, and as such statutes may be hereafter amended. All delinquent assessments shall bear an interest charge of two percent (2%) per month beginning February 1st of each year or thirty (30) days after receipt of the notice of assessment, whichever is later, and continue until said assessment plus accrued interest and recording charges, if any, have been paid in full. At the end of April of each year, the manager may submit to an attorney for foreclosure proceedings a list of those individuals who have not paid. A reasonable attorney's fee shall be payable by the delinquent owner for services of an attorney in connection with enforcing the provisions of this paragraph.

5) Subordination of Road Assessment Lien

Each road assessment lien shall be subordinate to the lien of any Mortgage or Deed of Trust covering any of the land subject to this agreement, provided said Mortgage or Deed of Trust is recorded prior to the recording of a "Notice of Claim of Lien" as provided herein.

6) Amendment

This agreement may be amended by WALTER SCOTT, JR. and KARI A. SCOTT as long as either of them continues to own at least one of the tracts of land described herein, and thereafter by a simple majority vote of the then existing owners, with the owner(s) of each lot or tract collectively having one vote. All amendments must be in writing and recorded with the Mason County Auditor's office.

7) General Provisions

The owner of each lot described herein shall have the right and authority to enforce the provisions hereof, and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provisions hereof shall recover, in addition to costs, reasonable attorney's fees and reasonable costs of search of public records.

THIS AGREEMENT is binding on the undersigned, their heirs, successors and/or assigns. This agreement and all of the provisions established herein shall be appurtenant to and run with the titles to the land of the undersigned as described herein, and any future subdivisions thereof. Accepting an interest in and to any portion of the within described land shall constitute an agreement to be bound by and subject to the provisions of the agreement.

DATED this 6th day of OCTOBER, 2006.

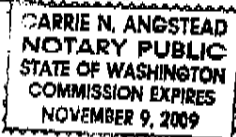
Walter Scott Jr.
WALTER SCOTT, JR.

Kari A. Scott
KARI A. SCOTT

STATE OF WASHINGTON)
COUNTY OF Mason) ss.

On this day personally appeared before me WALTER SCOTT, JR. and KARI A. SCOTT to me known (or proven on the basis of satisfactory evidence) to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of October, 2006.



Carrie N. Angstead
NOTARY PUBLIC in and for the State
of Washington, residing at
My commission expires 11-9-09