

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF BELLECREST ESTATES

REVISED MAY 22, 1997.

KNOW ALL MEN BY THESE PRESENTS:

That the owners of the real property described as: That certain real property divided into lots and parcels commonly described as a subdivision known as Bellecrest Estates situate on and near the top of "Bell Hill" in Clallam County, State of Washington, being more particularly described on a Record Of Survey, recorded May 8, 1990 in Volume 18 of Surveys, Page 1 under Auditor's File No. 633105, Official Records of Clallam County Washington, hereby adopt the following Revised Protective Covenants, Conditions and Restrictions ("RPCC&R") which contain limitations, restrictions, and uses to which the lots and parcels above described may be put, hereby specifying that these covenants shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations and benefits upon all future owners in said subdivision, according to the terms and limitations and benefits hereof AND hereby revoke the prior covenants in their entirety known as DECLARATION OF COVENANTS AND RESERVATION OF RIGHT OF WAY AND WATER SYSTEM which was previously recorded under Auditor's File No. 468988 in the Clallam County Auditor's office.

1. Purpose. The purpose of these RPCC&R's is to insure the use of the property for attractive single-family residential purposes only, to prevent nuisances and objectionable uses, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to unreasonably detract from the attractiveness and value of the property for residence purposes will not be permitted.

2. Property Owners' Association. A property owners' association known as Bellecrest Estates, a non-profit Washington corporation (hereafter called "Association"), is in existence to supervise, operate, and maintain various areas, properties and facilities within Bellecrest Estates. All owners of lots or parcels in Bellecrest Estates shall by reason of such ownership be a Member of the Association and shall continue to be a Member while an owner and shall be bound thereby, subject to the Articles and Bylaws of the Association. "Owner" for purposes herein, is the person (or if more than one, then collectively) entitled by deed or contract to the occupancy of the land. The Association is managed by a Board of Directors, and the affairs of the Association shall be controlled by its Articles, Bylaws and these RPCC&R's. The Association is expressly authorized to act on behalf of itself, and/or any owner or owners under the Articles, Bylaws and these RPCC&R's.

3. Authority of Property Owners' Association. The Association is empowered to establish assessments upon land subject hereto for the common benefit of the land for roadways, property protection, drainage, noxious weed abatement, landscaping, insurance, improvements,

maintenance, payment of taxes upon the common areas, income taxes, and holding of ownership or leasehold therein, or otherwise for common purposes, all as determined pursuant to the Articles, Bylaws and these RPCC&R's of the Association. In addition, the Association has adopted Bylaws containing, among other things, provisions regarding operation of the Association and administration of the property, provisions for the ordering of meetings and details regarding the giving of notices, and other provisions for the proper administration of the Association. The Association has the power to elect officers, including a president, vice president(s), secretary and treasurer. All properties and Members of Bellecrest Estates are expressly subject to the authority of the Association, under the Articles, Bylaws and these RPCC&R's.

4. Liens and Collection of Assessments. Assessments shall constitute a lien upon the land as of the due date thereof, and such lien may be foreclosed by the Association 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 of land subject hereto, agrees and recognizes that the expenses of title examination and insurance, costs of attorneys of the Association, court costs and interest at 12% 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 land within the area subject hereto shall as to each ownership arise when the same is purchased by deed or real estate contract. In addition to constituting a lien on the lot or parcel, and all its appurtenances, all sums assessed by the Association chargeable to any lot or parcel (together with interest, late charges, costs and attorneys' fees in the event of delinquency) shall be maintainable as a personal obligation of the lot or parcel owner, without foreclosing or waiving the liens securing them. The Association may record a record of such lien against any delinquent owner's lot or parcel.

5. Building Restrictions and Limitations.

5.1 All existing buildings, structures, improvements and all appurtenances on all lots and parcels that were in compliance with prior covenants as of the effective date of these RPCC&R's shall be deemed to be in compliance with these RPCC&R's; provided, however, that any alterations or changes to such properties on or after such effective date must comply with these RPCC&R's.

5.2 All construction shall conform in all material respects with applicable federal, state and county ordinances, rules, and regulations. In addition, all structures shall conform in all material respects with all requirements of the Uniform Building Code of Clallam County.

5.3 Each lot or parcel shall be no less than 2.4 acres in size. Each lot or parcel shall contain only one single-family dwelling with related out buildings for each 2.4 acres of land contained therein, EXCEPTING ONLY that quarters for servants for the single family in occupancy may be included within such structure or in buildings commonly known as a guest cottage.

5.4 No residence building shall be erected or placed on any lot or parcel unless it has an enclosed floor area of more than 1,600 square feet of floor area in a single story structure or

more than 1,200 square feet of floor area on the ground floor of a split level or two level structure. The minimum floor area set forth herein shall be exclusive of garages, open entries, porches, decks, breezeways, and patios or out buildings.

5.5 Any residence or other out buildings, including garages, shall not be erected on any lot or parcel where the total height of the structure above the foundation (footings) exceeds 35 feet in height measured vertically from the top of the high point of the foundation to the high point of the roof, and one point on said foundation shall be no more than 3 feet above the original grade.

5.6 No structure shall be erected, altered or placed on any lot or parcel unless it shall be of sound, wood or masonry construction, or equal, excepting only garages, greenhouses, garden houses, shop buildings, storage and service buildings. No building shall be erected, altered, or placed on any lot or parcel unless the same shall conform in all respects to currently accepted standards of workmanship and materials pertaining to first-class residential construction. No modular, pre-fabricated, mobile or manufactured homes will be permitted.

5.7 No residence shall be erected, altered or placed on any lot or parcel unless it is installed on a permanent foundation (footings). Except during the construction of the permanent residence, no temporary buildings, structures, or trailer of any kind shall be erected or maintained. No structure of a temporary nature, trailer, mobile home, tent, shack, garage, or similar structure shall be used as living quarters.

5.8 No building shall ever be placed or erected on any lot or parcel which is comprised in whole or in part of a house trailer or mobile home converted to a permanent location thereon.

5.9 Roof coverings on all buildings and outbuildings shall consist of tile, heavy shake, or material of equal or better quality.

5.10 No out buildings shall be erected or placed on any lot or parcel except garages, greenhouses, barns, garden houses, shop buildings, storage and service buildings reasonably appurtenant to standard single family residential uses. Any such out building shall not be located in any manner which shall in any way violate the limitations on setbacks hereinafter provided.

5.11 All construction, reconstruction, modification, alteration or any use of any structure or other improvement on any lot or parcel shall not materially detract from the scenic and pastoral values of the area.

5.12 The work of construction of all buildings and structures shall be pursued diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted, or otherwise suitably finished, and, in any event, such buildings and structures shall be completed within 12 months after commencement of construction.

5.13 Any structure on any lot or parcel which is destroyed in whole or in part by fire, windstorm, other casualty, or otherwise shall be restored or rebuilt, or all debris shall be removed

and the lot restored to slightly condition, with reasonable promptness, but in any event no later than 12 months after the date of such destruction.

5.14 No building materials of any kind shall be placed or stored upon any lot or parcel until 30 days prior to the commencement of construction. Building materials shall be placed within the property line of the building site upon which said structure shall be started and shall not be placed in the streets or adjoining lots.

5.15 All septic tanks and sewage disposal systems for any lot or parcel shall be maintained in a manner consistent with the standards of the Clallam County Department of Health, or its successors.

5.16 All gas and oil tanks, or tanks of any description shall be completely buried below the surface of the grade of the lot or parcel, or enclosed in a structure that resembles other structures on the property, or suitably screened with landscaping or otherwise so as not to be visible from the common roadway.

5.17 No carports shall be allowed on any lot or parcel.

6. Setback Limits. No building or structure shall be erected or maintained on any lot or parcel with the foundation nearer than 50 feet from the centerline of any street or road, nor nearer than 25 feet to a front or rear lot or parcel line, nor nearer than 10 feet from any side lot or parcel line, EXCEPTING ONLY Parcel Numbers 16, 18, 19, 20 and 21 whereby, due to special circumstances that exist, these parcels must comply with the 25 feet setback from any portion of the parcel line as long as such restriction is on the recorded deed. In no event can the setback limits be less than those set by Clallam County.

7. Recreational Vehicles and Boats. All recreational vehicles, including motor homes, campers, travel trailers, and boats on any lot or parcel must be stored in a garage; or enclosed in a structure that resembles other structures on the property; or, if parked on a "R V pad" for the convenience of hookups, suitably screened with landscaping or otherwise so as not to be visible from the common roadway; EXCEPTING ONLY that such vehicles may be parked on any lot or parcel when being temporarily used by guests or the owner, or while performing maintenance thereon.

8. Utility Lines. All water lines, telephone lines, electrical power lines, gas lines, or utility lines of whatsoever kind, whether on private lots or parcels, roads or areas, or on public roads or areas, or on lands owned in common, or in areas platted for utility easements, shall be installed and maintained underground, EXCEPTING ONLY that transformers, hydrants and other service points and connecting terminals may be installed at ground level where such installation is necessary and convenient to the service provider or user.

9. Nuisance. No noxious, illegal, or offensive use of land shall be carried on or permitted upon any lot or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Sanitation. All trash and waste shall be kept in closed sanitary containers located on lots and parcels so as not to be visible from the common roadway. Such refuse must be removed from the lots and parcels at reasonable intervals. No building or structure shall be occupied for dwelling purposes unless and until said building or structure shall be connected to a water supply and a septic tank or sewage disposal system approved by the Clallam County Department of Health or its successors.

11. Signs and Billboards. No signs or billboards of any description, except public notice required by law, shall be erected or displayed upon any lot, parcel or road excepting usual and ordinary name and address signs, and one sign of not more than six (6) square feet, and located not less than fifteen (15) feet from the pavement, advertising the property for sale or rent, or, with the prior written approval of the Board of Directors at their discretion, one sign used by a builder(s) to advertise the property during construction.

12. Animals. Lot and parcel owners are permitted to keep, raise, or otherwise maintain any animal(s), provided that they are not in violation of the following restrictions:

12.1 No animal(s) may be kept, raised, bred, or otherwise maintained for commercial purposes.

12.2 All animals shall be confined to the owners lot or parcel.

12.3 Those animals that require outdoor housing, cages, runs, and/or shelters, and all animals requiring pasture, must be located in appropriate areas which must be suitably and safely fenced.

12.4 No animal(s) shall constitute a visual, noise, or odor nuisance, or a safety problem to neighboring lots or parcels.

13. Commercial Activity. All dwellings shall be used solely for residential purposes except for unobtrusive home office business activities. Except as provided herein, no trade, business, or commercial activity of any nature is permitted on any lot or parcel.

14. Minerals and Mining. No gas, oil, mineral, quartz, gravel, sand or mining operation of any nature shall be permitted on any lot or parcel.

15. Maintenance of Lots and Parcels. It shall be the responsibility of the owners of lots and parcels, vacant or otherwise, to properly maintain and landscape said lots in a neat and attractive manner; and, in particular, keep the grass and weeds cut, control the growth and spread of noxious weeds, and remove dead or unsightly plants, shrubs or trees, abandoned vehicles, trash or junk. In the event any lot or parcel owner fails to comply with this covenant, after 30 days written notice of such failure to the address then listed with the Clallam County Treasurer for tax statements on the lot or parcel in question, the Association is empowered to take such action as may be necessary, at the expense of the lot or parcel owner, to properly maintain and restore the condition of the lot or parcel. Said expense shall further constitute a lien against said lot or parcel as well as the personal obligation of the lot or parcel owner. Said lien shall be subject to

late charges, interest, and shall be forecloseable in the same manner as the lien for common expenses established in 3. above, including the right to recovery of attorneys' fees and costs by the Association in any action to collect delinquent assessments or to foreclose a lien therefor.

16. Commercial Vehicles. No commercial style vehicles in excess of 20,000 pounds gross vehicle weight shall be permitted to be parked or maintained on any lot or parcel.

17. Antennas. No radio, television or similar antenna shall be permitted to extend more than five (5) feet above the roof line of any residence or structure on any lot or parcel. Further, no electromagnetic broadcasting or transmitting activity nor any other broadcasting or transmitting activity which interferes with any resident's communication reception (which shall include, but not be limited to, television or radio reception) shall be permitted if emanating from any lot or parcel.

18. Fencing. Fences on or within a lot or parcel may be of any material, size, and/or design, provided that said fences are not in violation of the minimum standards and permitting requirements imposed by Clallam County and the following restrictions:

18.1 All masonry, wood, or similar "solid" fencing shall not exceed six (6) feet in height, and all woven-wire, field-type animal or similar "see-thru" fencing shall not exceed eight (8) feet in height. All heights will be measured from ground level to top of fence.

18.2 All lot or parcel owners erecting fencing shall endeavor not to obstruct the view(s) from other lots or parcels.

18.3 Any perimeter fencing located along an easement line fronting a common roadway shall not exceed three (3) feet in height. Higher fences to the maximum heights allowed, shall require an additional ten (10) feet of setback from the easement line. Fences may be located within utility easement areas, but any owner doing so fully understands that if the fence must be wholly or partially removed to service or expand the improvements thereon, the costs for said removal and/or replacement must be borne solely by the lot or parcel owner. Bellecrest Estates shall not be obligated to reimburse the lot or parcel owner for any cost associated with such action.

18.4 All restrictions and specifications herein including setbacks are intended to equal but not exceed any currently imposed by Clallam County.

19. Association Policies, Rules and Regulations. From time to time, the Association may by majority vote promulgate more detailed policies, rules and regulations consistent with these RPCC&R's, which policies, rules and regulations, and all amendments thereto, may be enforced as if they were part of these RPCC&R's. Policies, rules and regulations may not contradict or release controls stated in these RPCC&R's. All lot and parcel owners and use(s) of lots and parcels are also governed by the Articles and Bylaws of the Association, and all amendments thereto, which controls may be enforced as if they were part of these RPCC&R's.

20. Enforcement.

20.1. Abatement of Deleterious Uses. If any lot or parcel owner, his agent, or his guests, heirs, and successors in interest, shall do or cause to be done any act or thing in violation of any of the provisions of these RPCC&R's herein contained, the Association or any other lot or parcel owner(s) may, without prejudice to other remedies available, present notice of demand to owner to abate or cease the act or thing done, owner shall thereupon cause all such acts to cease within a reasonable time thereafter as specified in the notice, all such structures, conditions, and things to be razed, abated and removed, and the lot or parcel to be rendered safe, free from debris and hazards, and without any reduction in value resulting from the objectionable use, act, or thing, or from compliance with this paragraph.

20.2 Remedies. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant(s). Relief shall be in such form as to restrain any violation or if appropriate, to recover damages. If the Association or any lot or parcel owner or group of lot or parcel owners bring suit to enforce any provision or provisions of these RPCC&R's, the court shall have the right to grant reasonable attorneys fees and court costs against the person or persons violating these RPCC&R's.

21. Miscellaneous Provisions.

21.1 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way confine, limit, or describe the scope of these RPCC&R's, or the intent of any provision thereof.

21.2 The Use of Gender and Tense. The use of the masculine gender in these RPCC&R's shall be deemed to have been to include the feminine gender and the use of the singular shall be deemed to include the plural where the context so requires.

21.3 Waiver or Abrogation. No restriction, condition, obligations, or provision contained in these RPCC&R's shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

22. Term of These RPCC&R's. These RPCC&R's are for the benefit of all parties who now own or gain title to or possession of the lots or parcels herein above described. These RPCC&R's shall run with the land perpetually, and are binding on all owners thereof, EXCEPTING ONLY that these RPCC&R's may be changed in whole or in part at any time upon express concurrence of the then owners of seventy-five percent (75%) of all lots and parcels in the said Bellecrest Estates, each lot or parcel owner having one vote per lot or parcel owned. A purchaser under a real estate contract or other similar document shall be considered an owner for this purpose. Amendments shall be effective only upon the recording of a written amendment with the Clallam County Auditor's office.

23. Invalidation. Invalidation of any of these RPCC&R's by a judgment of any court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners of 75% or more of the lots or parcels in said Bellecrest Estates have ratified, adopted and approved the foregoing RPCC&R's and have authorized the president of Bellecrest Estates to execute the foregoing RPCC&R's; accordingly, said president hereby executes this document on this 6th day of June, 1997.

Lois Philipp

President,

Bellecrest Estates

STATE OF WASHINGTON)

) ss.

County of Clallam)

On this 6th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Lois H. Philipp to me known to be the President of Bellecrest Estates, the Corporation that executed the foregoing instrument, and acknowledged the said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

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

Kathryn M. Schreiner

Notary Public for the State of Washington,

residing at

Sequim, WA

My commission expires

7-26-97