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Jennie's Meadow Homeowners Assn.
PO Box 3385
Sequim, WA 98382

**AMENDMENT 1: MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS,
RESERVATIONS, AND EASEMENTS FOR THE PLAT OF JENNIE'S
MEADOW**

Grantors:

1. Jennie's Meadow Homeowner Association (Master Association), a Washington nonprofit corporation

Grantee:

1. Public

Abbreviated Legal Description (lot, block and plat name, or section-township-range): Portion of Section 24, Township 30 North, Range 4 West, W.M., Clallam County, Washington.

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Complete legal description is at Exhibit A (page ~~67~~ hereto).

Assessor's Property Tax Parcel Account Numbers:

043024 130050 0000; 043024 240000 0000; 043024 310090 0000

Reference Numbers of Related Documents:

A.F. No. 2006-1180567 (Original Declaration of Covenants, Conditions and Restrictions)

A.F. No. 2006-1180566 (final plat)

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**AMENDMENT 1: MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS,
CHARGES, LIENS, RESERVATIONS, AND EASEMENTS FOR
THE PLAT OF JENNIE'S MEADOW**

Amendment 1 approved by the membership in accordance with Section XVI-B(1) of the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS, RESERVATIONS, AND EASEMENTS FOR THE PLAT OF JENNIE'S MEADOW on October 17, 2017 and May 19, 2019.

STATEMENT OF INTENT

WHEREAS, the Jennie's Meadow Planned Unit Development has developed over a period of years through adoption and recording of Master Declaration Of Covenants, Conditions, Restrictions, Assessments, Charges, Liens, Reservations, And Easements and

WHEREAS, the existing Covenants, Conditions, and Restrictions (CC&Rs) had been uniformly adopted throughout the Jennie's Meadow development on May 16, 2006 and duly recorded as Clallam County Auditor File# 2006-1180567,

WHEREAS, these amended CC&Rs were approved by over 60% of the Total Voting Power of the membership, as required by Section XVI-B(1), at the Owners Meetings on October 15, 2017 and May 19, 2019

Now, therefore, the following amended Covenants, Conditions, and Restrictions (CC&Rs) are hereby established and approved with respect to all units, and real property interests. Said properties are more particularly described in EXHIBIT 1.

These Covenants amend and supersede in their entirety those Covenants, Conditions and Restrictions (CC&Rs) previously adopted as affecting the properties which are subject hereto.

These Covenants, Conditions and Restrictions (CC&Rs) shall run with the land and shall be binding upon all owners of each unit or other real property interest, their heirs, successors and assigns.

**MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS,
CHARGES, LIENS, RESERVATIONS, AND EASEMENTS FOR
THE PLAT OF JENNIE'S MEADOW**

THIS MASTER DECLARATION of Covenants, Conditions, Restrictions, Assessments, Charges, Liens, Reservations and Easements (this "Declaration") dated for reference purposes only as of the 16th day of May, 2006, by Gregory M. McCarry, Arlana D. McCarry, Jerry W. Prouty, Janet R. Prouty, and William E. Ruth (collectively, "Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer and owner of certain real property located in

Clallam County, Washington, consisting of approximately fifty-three (53) acres, legally described in Exhibit A attached hereto ("Jennie's Meadow"), which is located in the incorporated City of Sequim, Clallam County, Washington. Declarant presently intends to develop approximately two hundred one (201) detached and attached residential dwelling units within Jennie's Meadow; and

WHEREAS, Declarant desires to form two nonprofit corporations in connection with the development and ownership of Jennie's Meadow, namely (1) Jennie's Meadow Homeowner Association (Master Association) (hereafter referred to as "Master Association"), which is intended to provide for the management and maintenance of all common areas within Jennie's Meadow, and (2) Town Homes at Jennie's Meadow Association (the "Town Home Association"), which is intended to provide for the management and maintenance of the residential town homes within Jennie's Meadow; and

WHEREAS, Declarant wishes to subject Jennie's Meadow to the covenants, conditions, restrictions, assessments, charges, liens, reservations and easements (hereafter collectively referred to herein as "Covenants") set forth in this Declaration; and

WHEREAS, in order to cause the Covenants set forth in this Declaration to run with the property comprising Phase A of Jennie's Meadow, and to be binding thereon and upon the Owners, Residents and Occupants thereof from and after the date of recordation of this Declaration, Declarant hereby makes all conveyances within Phase A of Jennie's Meadow, whether or not so provided therein, subject to this Declaration; and by accepting deeds, easements, or other grants or conveyances of any property within Phase A of Jennie's Meadow, the Owners, Residents and Occupants, and other transferees for themselves and their heirs, executors, and administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally and collectively bound by all of this Declaration (including but not limited to the obligation to pay assessments) hereinafter set forth.

NOW, THEREFORE, DECLARANT hereby declares as follows:

I. DEFINITIONS

The words, phrases or terms used in this Declaration shall have the following meanings:

1. **“Annual Assessment”** shall mean the charge levied and assessed each year against each Lot pursuant to Article 7 of this Declaration.

2. **“Architectural Review Committee”** shall mean the committee of the Master Association to be created pursuant to Article 11 of this Declaration.

3. **“Articles”** shall mean the Articles of Incorporation of either of the Associations as the same may from time to time be amended or supplemented.

4. **“Assessment Lien”** shall mean the lien created and imposed by Article 7.

5. **“Assessments”** shall mean the Annual Assessment or Special Assessments or both.

6. **“Associations”** shall mean Jennie’s Meadow Homeowner Association (Master Association) and Town Homes at Jennie’s Meadow Association, both of which are Washington nonprofit corporations.

7. **“Board”** shall mean the Board of Directors of either of the Associations.

8. **“Bylaws”** shall mean the Bylaws of either of the Associations as the same may from time to time be amended or supplemented.

9. **“Common Areas”** shall mean the Tracts.

10. **“Control Period”** shall mean the time period commencing upon the date of the initial recording of this Declaration in the real property records of Clallam County, Washington, and terminating at the earlier of the following: (a) the date of Declarant’s recording of a written notice that it has elected in its sole discretion to terminate the Control Period; or (b) the date five (5) years after the date of the initial recording of this Declaration in the real property records of Clallam County, Washington.

11. **“Covenants”** shall mean the covenants, conditions, restrictions, assessments, charges, liens, reservations, and easements set forth in this Declaration.

12. **“Declarant”** shall mean Gregory M. McCarry, Arlana D. McCarry, Jerry W. Prouty, Janet R. Prouty and William E. Ruth and any successor and assignee Owner as to not less than the entire interest of the foregoing Declarant in the real property within Jennie’s Meadow at the time of such succession or assignment, provided, however, that “Declarant” shall not mean any one or more purchasers of one or more lots, parcels, tracts, or units of real property within Jennie’s Meadow in the ordinary course.

13. **“Declarant’s Exemptions”** shall mean the exemptions of Declarant from certain provisions of this Declaration pursuant to Article 2 of this Declaration.

14. **“Declaration”** shall mean this Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as amended or supplemented from time to time.

15. **“Development Period”** shall mean the time period commencing upon the date of the initial recording of this Declaration in the real property records of Clallam County, Washington, and terminating at the earlier of the following: (a) the date of Declarant’s recording of a written notice that it has elected in its sole discretion to terminate the Development Period; or (b) the date twenty-five (25) years after the date of the initial recording of this Declaration in the real property records of Clallam County, Washington.

16. **“Development Rights”** shall mean the rights reserved by Declarant pursuant to Article 2 of this Declaration.

17. **“Dwelling Unit”** shall mean any building or portion of a building, including a town home or single-family residence, situated upon a Lot and designated and intended for use and occupancy as a separate residence.

18. **“Eligible Holder”** shall mean an institutional holder, insurer, or guarantor of a Mortgage who provides a written request to the Master Association for certain notices, stating the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates.

19. **“Family”** shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of persons not so related, but within the occupancy limitations established by Clallam County, who maintain a common household in a Dwelling Unit.

20. **“Governing Documents”** shall mean this Declaration, the Plat, the Articles, the Bylaws, Jennie’s Meadow Rules, and Jennie’s Meadow Design Standards, as amended.

21. **“Jennie’s Meadow”** shall mean the real property legally described on Exhibit A attached hereto. Jennie’s Meadow comprises Phase A, Phase B, and Phase C.

22. **“Jennie’s Meadow Rules”** shall mean the rules and regulations for Jennie’s Meadow established or adopted by the Declarant or Master Association Board pursuant to Article 5.

23. **“Jennie’s Meadow Design Standards”** shall mean the Jennie’s Meadow design standards established or adopted by the Declarant or Master Association Board pursuant to Article 11.

24. **“Lot”** shall mean any subdivided area of real property within Jennie’s Meadow and graphically depicted on the Plat except any Tract for which a final subdivision plat was recorded in the real property records of Clallam County, Washington, on or after May 1, 2006, together with all appurtenances and improvements located on or within such area. Phase A includes the following Lots: Single Family Lots 1 through 38 inclusive and

Town Home Lots 151 through 201 inclusive. As of the date of recording of the Plat of Jennie's Meadow – Phase A, there shall be eighty-nine (89) Lots within Jennie's Meadow.

25. **“Master Association”** shall mean the Jennie's Meadow Homeowner Association (Master Association), a Washington nonprofit corporation.

26. **“Member”** shall mean any person or entity holding membership in either or both of the Associations. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot within Jennie's Meadow.

27. **“Mortgage”** shall mean any first priority mortgage or deed of trust encumbering any of the Lots.

28. **“Mortgagee”** shall mean the holder or beneficiary of any Mortgage.

29. **“Occupant”** shall mean any person rightfully occupying a Lot within Jennie's Meadow.

30. **“Owner”** shall mean the record owner of a fee simple interest in any Lot or other property within Jennie's Meadow, but excluding anyone who holds such title merely as security. Purchasers and their assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

31. **“Phase”** shall mean any portion of Jennie's Meadow that is segregated by Declarant's filing for recording of a final plat, short plat, binding site plan, or other analogous recorded plan, map, or document that creates Lots, including without limitation Phase A.

32. **“Phase A”** shall mean Phase A of Jennie's Meadow as described on Exhibit A attached hereto.

33. **“Phase B”** shall mean Phase B of Jennie's Meadow as described on Exhibit A attached hereto.

34. **“Phase C”** shall mean Phase C of Jennie's Meadow as described on Exhibit A attached hereto.

35. **“Plat”** shall mean the Plat of Jeanie's Meadow – Phase A, as recorded in the real property records of Clallam County, Washington, at Volume 14 of Plats, pages 93 to _____, Auditor's File No. 2006-1180566, together with the Plat of Jeanie's Meadow – Phase B and Plat of Jeanie's Meadow – Phase C, as such plats may be subsequently recorded by Declarant in the real property records of Clallam County, Washington, and as any such plat may be hereafter adjusted, altered, or amended.

36. **“Resident”** shall mean (a) an Owner and his or her Family members residing in a Dwelling Unit, and (b) a renter or other tenant residing within a Dwelling Unit in compliance with the terms and conditions of the Governing Documents.

37. **“Single Family Lot”** shall mean Lots 1 through 38 inclusive of Phase A as graphically depicted on the Plat and all Lots within Phase B and Phase C as graphically depicted on the Plat.

38. “**Special Assessment**” shall mean any assessment levied and assessed pursuant to the Special Assessment provisions of Article 7.

39. “**Supplemental Declaration**” shall mean a document, which is recorded in the real property records of Clallam County, Washington, subjecting any Phase to this Declaration in addition to Phase A.

40. “**Town Home Association**” shall mean the Town Homes at Jennie’s Meadow Association, a Washington nonprofit corporation.

41. “**Town Home Lot**” shall mean Lots 151 through 201 inclusive as graphically depicted on the Plat.

42. “**Tracts**” shall mean Tracts A through K as graphically depicted on the Plat.

43. “**Visible From Neighboring Property**” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of a Lot or other property within Jennie’s Meadow, unless by the prior approval and at the sole discretion of the ARC. *(Revised per Amendment 1, approved October 17, 2017)*

II. GENERAL PROVISIONS

A. Property Subject to Declaration. Declarant hereby declares that Phase A of Jennie’s Meadow is and shall be held, conveyed, encumbered, occupied, built upon, and otherwise used, improved, and transferred, in whole and in part, subject to this Declaration, as amended from time to time. This Declaration is declared to be in furtherance of a general plan for the overall improvement of Jennie’s Meadow and is established initially for the purpose of enhancing and perfecting the value, desirability, and attractiveness of Phase A of Jennie’s Meadow. This Declaration, as hereafter may be modified or amended, shall run with all real property within Phase A of Jennie’s Meadow.

B. Development Rights. Declarant currently owns all of Jennie’s Meadow. During the Development Period, Declarant hereby reserves the rights (collectively, “Development Rights”) to subdivide Phase B and Phase C or any portion thereof into Lots, to add Phase B and Phase C or any portion thereof to the Plat, to subject Phase B and Phase C or any portion thereof to this Declaration, and to construct or install improvements within any Phase of Jennie’s Meadow. Declarant proposes to complete the development and subdivision of Jennie’s Meadow in three (3) phases (singularly, a “Phase,” and collectively, “Phases”). This Declaration shall be effective immediately to bind and benefit Phase A of Jennie’s Meadow. During the Development Period, Declarant may expand the real property subject to this Declaration by recording one or more Supplemental Declarations to include any Phase in addition to Phase A. There are two (2) potential subsequent Phases within Jennie’s Meadow, which are Phase B and Phase C. If all three (3) Phases are subjected to this Declaration, then there eventually will be a total of approximately two hundred one (201) Lots within Jennie’s Meadow.

Declarant's current phasing plan for Jennie's Meadow is as follows:

Phase	Single Family Lots	Town Home Lots	Tracts
A	38	51	11
B	73	0	0*
C	39	0	0*
Totals:	150	51	11

*Note: In Phase B and Phase C, Declarant intends to add additional areas to Tracts already created in Phase A.

C. Parties Bound. This Declaration shall be binding upon and inure to the benefit of Declarant, the Associations, all Owners, Residents, and Occupants, and their successors and assigns.

D. No Appeals. During the Development Period, each Association, Owner, Resident, Occupant, and Member, except upon the prior written consent of Declarant, (a) shall not file any appeal, complaint, petition, or other papers relating to the administrative or judicial appeal, interpretation, or review of any decision by any government agency to approve any applications of Declarant for government approval of land development, land use, subdivision, site preparation, and other applications, licenses, and permits relating to any portion of Jennie's Meadow, (b) shall not support any individual or organization who may file any appeal, complaint, petition, or other papers relating to any such decision, and (c) shall not otherwise participate in any appellate or review proceedings relating to any such decision. The foregoing shall not be interpreted to prevent each Association, Owner, Resident, Occupant, and Member from filing comments regarding any pending applications of Declarant for government approval of land development, land use, subdivision, site preparation, and other applications, licenses, and permits relating to any portion of Jennie's Meadow, whether such comments are in support of or in opposition to such government approval, nor shall the foregoing be interpreted to prevent Declarant from filing any appeal, complaint, petition, or other papers relating either to any decision by any government agency to deny any applications of Declarant or to the conditions, mitigation measures, or other terms of any decision by any government agency to approve any such applications.

E. Declarant's Exemptions. Notwithstanding anything to the contrary in this Declaration, Declarant shall be exempt from (a) architectural control (Section IV.A and Article XI), (b) development and use restrictions affecting the development and sale of real property (Article IV), and (c) liability for Annual Assessments and Special Assessments (Article VII).

III. RIGHTS OF ENJOYMENT IN COMMON AREAS

A. Right of Enjoyment. Every Member, Owner, Resident, and Occupant shall have the right to enjoy the Common Areas, subject to the Development Rights and Declarant's easement and other rights described in this Declaration, subject to the other limitations described in the Governing Documents, including without limitation the Plat, and subject also to the following rights of the Master Association:

1. The right of the Master Association to suspend the voting rights and the right to use the Common Areas by any Member, Owner, Resident, and Occupant (i) for

any period during which any Assessment against their Lot remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, Jennie's Meadow Rules, or Jennie's Meadow Design Standards; and (iii) for successive sixty (60) day periods if any infraction is not corrected during any prior sixty (60) day suspension period;

2. The right of the Master Association to dedicate, grant or transfer permits, licenses, and easements for utilities, roads, public use and access, and other purposes consistent with the intended use of the Common Areas or as otherwise provided in this Declaration, and reasonably necessary or desirable for the proper use, maintenance or operation of the Common Areas;

3. The right of the Master Association to regulate, through Jennie's Meadow Rules, use of the Common Areas as set forth herein. The Master Association shall have the right to implement normal behavior standards and reasonable use restrictions with regard to the Common Areas, including, but not limited to, the right to regulate the number of guests, hours and uses of the Common Areas, and restrict or prohibit pets, vehicles, alcohol consumption, and loud music; and

4. The right of the Master Association to restrict access to portions of the Common Areas, including without limitation Tracts J and K (Core Protection Zone & Wildlife Buffer/Open Space), storm water drainage facilities and easement areas, and steep slopes, that are not intended for general use.

IV. LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

The following covenants, conditions, and restrictions are hereby imposed upon all properties within Jennie's Meadow:

A. Architectural Control. No improvements, alterations, repairs, excavation, grading, removal of trees with base trunk diameter exceeding six inches (6"), landscaping or other work that in any way alters the exterior appearance of any property within Jennie's Meadow, or the improvements located thereon, from its natural or Declarant improved condition (existing as of completion of Declarant's construction thereon or improvements thereto) shall be made or performed without complete compliance with Jennie's Meadow Design Standards and prior written approval of the Architectural Review Committee. All subsequent additions to, changes or alterations in any building, structure, including exterior color scheme, or major landscaping and all changes in the grade of any property within Jennie's Meadow, shall be subject to complete compliance with Jennie's Meadow Design Standards and prior approval by the Architectural Review Committee. No changes or deviations in or from the plans and specifications once approved the Architectural Review Committee shall be made without prior written approval of the Architectural Review Committee. All original construction as well as any modifications or additions thereto as shall be constructed by Declarant or Declarant's assignee or designee shall be exempt from the provisions of this section.

B. Animals. No animal, bird, fowl, poultry or livestock, other than two (2) generally recognized house or yard pets ("Pet"), shall be maintained on any Lot and then only if it is or they are kept thereon solely as a domestic pet and not for commercial purposes. No Pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any Pet shall be maintained outside of any

Dwelling Unit, nor shall any Pet be permitted to be housed or kept outdoors. Each Owner shall be responsible for the removal and disposal of all solid animal waste of his or her Pet from any property within Jennie's Meadow. No Pet shall be permitted on any property within Jennie's Meadow, other than the Owner's Lot, unless controlled on a leash or similar device. Upon the written request of any Member, the Master Association Board shall conclusively determine, in its sole and absolute discretion, whether for the purposes of this section a particular animal, bird, fowl, poultry or livestock is a nuisance or a generally recognized house or yard Pet and whether there has been a violation of this section. Any decision rendered by the Master Association Board shall be final and binding and enforceable by Court injunction and any other remedy provided by Washington law.

C. Temporary Occupancy and Temporary Buildings. No travel or other trailer, camper or canopy, recreational vehicle, boat, basement of any incomplete building, shed, tent, shack or garage, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent.

D. Storage Sheds and Outside Storage. Plans for storage sheds or other buildings that are submitted to, and approved by the ARC and subject to Jennie's Meadow Design Standards, at the sole discretion of the ARC, may be approved. Furniture, fixtures, appliances, or other goods not in active use shall not be stored on any property within Jennie's Meadow in such manner that such items are Visible From Neighboring Property. *(Revised per Amendment 1, approved October 17, 2017)*

E. Nuisances; Construction Activities; Hazardous Activities; Lighting. No rubbish or other debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within Jennie's Meadow, and no odors or loud noises shall be permitted to arise or emit from any property within Jennie's Meadow so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property within Jennie's Meadow or to the Occupants of such property. No other nuisance, unsafe or hazardous activity shall be permitted to exist or operate upon any property within Jennie's Meadow so as to be offensive or detrimental to any other property within Jennie's Meadow or Occupants thereof. Normal construction activities (in accordance with applicable laws, regulations, ordinances, and orders) and parking in connection with the building of improvements shall not be considered a nuisance or otherwise prohibited by this Declaration. The Master Association Board in its sole discretion shall have the right to determine the existence of any nuisance, which decision shall be binding and enforceable. Without limiting the generality of the foregoing, no firearms shall be discharged within Jennie's Meadow, and no explosives of any kind shall be discharged or stored upon any property within Jennie's Meadow or permitted within Jennie's Meadow; provided, however, that the Master Association Board may consider permission on a case-by-case basis, at its sole discretion, with regard to celebratory and promotional activities, such as fireworks displays and similar extraordinary events. Further, the Declarant, and its employees, agents, representatives or contractors, shall be entitled to store and discharge explosives, if necessary, with regard to development of Jennie's Meadow. No open fires shall be lighted or permitted on the Lots, except in a contained outdoor fireplace or barbecue unit while attended. Artificial outdoor lighting on Lots shall be arranged so that the light is shaded and otherwise directed away from adjoining properties and so that no more than one foot candle of illumination leaves the Lot boundaries.

F. Repair of Structures. No structure on any property within Jennie's Meadow shall be permitted to fall into disrepair, and each such structure shall at all times be kept in

good condition and repair and adequately painted or otherwise finished. In the event any structure is damaged or destroyed, then, subject to the approvals required herein, such structure shall be immediately repaired and rebuilt, unless otherwise provided in this Declaration.

G. Antennas, Satellite Dishes and Cable Television. No antenna, satellite dish, or other similar device for the transmission or reception of television or radio (including ham radio) signals or any other similar device shall be erected, used or maintained outdoors on any property within Jennie's Meadow, unless the right to erect, use, and maintain such device is guaranteed by any applicable federal telecommunications law or regulation; provided, that the Master Association Board shall have the right to designate a specific location within the Common Areas for placement of any such device if (1) the device is intended to serve Jennie's Meadow in general, such as a community satellite dish; and (2) the device is adequately screened in the opinion of the Master Association Board. Notwithstanding anything to the contrary herein, in the event that advanced or future technology is available such that antennas, satellite dishes, or other similar devices can be adequately screened and made aesthetically pleasing, then the Master Association Board, at its sole discretion, may modify this covenant regarding such devices.

H. Trash Containers and Collection. No trash or other debris shall be placed or kept on any property within Jennie's Meadow, except in covered sanitary containers of a type and size that are approved by the Architectural Review Committee. Declarant or the Master Association may establish a trash collection procedure that will apply to all, or a portion of, the Lots and Tracts. This procedure must be followed unless the Master Association establishes alternative arrangements. All trash collection containers shall be properly screened, such that they are not Visible from Neighboring Property, except during brief periods of collection. No outdoor incinerators shall be kept or maintained on any Lot.

I. Clothes Drying Facilities and Playground Equipment on Town Home Lots. No outside clotheslines or other outside facilities for drying or airing clothes; and no playground equipment including, but not limited to, swing sets, slides and sandboxes, shall be maintained on any Town Home Lot.

J. Machinery and Equipment. No machinery or heavy equipment of any kind shall be placed, operated or maintained on any Lot, except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Dwelling Unit, building, appurtenant structures, improvements, or grounds maintenance; or (ii) that which Declarant or the Master Association may require for the operation and maintenance of any portion of Jennie's Meadow.

K. Signs. No signs whatsoever that are Visible From Neighboring Property shall be erected or maintained on any Lot except:

1. Signs required by legal proceedings, or political election signs (must be removed immediately after the election), and then the sign shall not exceed 18" x 24" in area and shall only be permitted if affixed to the dwelling, unless otherwise mandated by Court of Washington law;

2. One "For Sale" or "For Rent" sign not exceeding 18" x 24" in area;

3. One identification sign for individual residences not exceeding 6" x 12" in area in a location designated by the Declarant or approved by the Architectural Review Committee:

4. Signs of Declarant or signs authorized by Declarant for placement on any property within Jennie's Meadow. The Owner promptly upon completion of their intended use shall remove all such signs.

L. Restriction On Further Lot Subdivision, Property Restrictions and Zoning. No Lot within the Plat may be further subdivided. No portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner; provided, however, that undivided joint ownership is permitted. Notwithstanding the above, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots any property within Jennie's Meadow at any time owned by Declarant or from subdividing the same. No application for variances, or special or conditional use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Master Association Board and the proposed use otherwise complies with this Declaration, as may be amended from time to time.

M. Restrictions On Residential Rental. Any Dwelling Unit may be let to a single family tenant from time to time by the Owner; provided, such tenancy shall not be less than six (6) consecutive months to the same tenant. No subletting shall be allowed. All leases and rental agreements shall be in writing and specifically shall state (1) that they are subject to each and every requirement, covenant, condition and restriction of this Declaration and other Governing Documents, (2) that any failure by the tenant to comply with the terms of the Governing Documents shall be a default under the lease or rental agreement, and (3) that the Owner grants to the Master Association Board and its Managing Agent, if any, the authority to evict the tenant on the Owner's behalf for such default, upon only such notice as is required by law. If any lease or rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the Owner and the tenant by reason of inclusion in this Declaration. Neither the Master Association Board, nor its Managing Agent, if applicable, shall be liable to the Owner or the tenant for any eviction under this subsection that is made in good faith. Copies of all leases and rental agreements shall be delivered to the Master Association office prior to commencement of tenancy.

N. Utilities And Utility Easements.

1. All properties within Jennie's Meadow shall be connected to sanitary sewer and water utilities provided by the City of Sequim.

2. After the date of recording of this Declaration, and except for maintenance and repair of existing utilities, no lines, wires, conduits, cables, pipes or other devices for the communication or transmission of utilities including, but not limited to, electric, gas, water, telephone, fiber optic cable or cable television, shall be erected, placed or maintained anywhere in or upon any property within Jennie's Meadow, unless the same shall be contained underground, or subsequently approved by the Architectural Review Committee. However, temporary aboveground utilities incident to the construction of improvements within Jennie's Meadow are permitted without Architectural Review Committee approval; provided, that removal of such temporary aboveground utilities must occur immediately upon completion of construction.

O. Walls, Fences and Hedges. Unless constructed by Declarant or Declarant's assignee or designee during initial development of Jennie's Meadow, no wall, fence, or hedge shall be constructed, placed, or maintained on any Lot.

P. Trucks, Trailers, Recreational Vehicles, Campers or Boats. No motor vehicle classed by manufacturer rating as exceeding $\frac{3}{4}$ ton, recreational vehicle, mobile home, travel trailer, camper (detached or otherwise), tent trailer, utility trailer, camper shell, boat, boat trailer, or other similar equipment or vehicles may be parked, maintained, constructed, reconstructed or repaired on any Lot within Jennie's Meadow. Notwithstanding the foregoing, any of the above-described vehicles may be stored in a garage, providing said vehicles are not Visible From Neighboring Property. This restriction shall not apply to cleaning, loading or unloading, and short-term parking, which shall be permitted for a cumulative period not to exceed twenty-four (24) hours in any calendar month.

Q. Motor Vehicles. No automobiles, motorcycle, motorbike or other vehicle shall be constructed, reconstructed, repaired, or rebuilt upon any property within Jennie's Meadow, and no inoperable or unlicensed motor vehicle (which otherwise would require a license) may be stored or parked so as to be Visible From Neighboring Property; provided, however, that this restriction shall not apply to (i) emergency vehicle repairs that require less than eight (8) hours to complete; and (ii) vehicles parked in garages.

R. Parking. It is the intent of the Declarant to restrict on-street parking as much as possible. Vehicles of all Lot Owners, Residents and Occupants, and their guests and invitees, are to be kept in the garages, residential driveways and other designated parking areas.

S. Right of Entry. During reasonable hours and upon reasonable notice to the Owner, Resident or Occupant of any property within Jennie's Meadow, any member of the Architectural Review Committee (upon authorization of the Master Association Board), and any member of the Master Association Board, Declarant, or any authorized representative of any of them, shall have the right to enter upon and inspect any property within Jennie's Meadow, and the improvements thereon, except for the interior portions of any Dwelling Unit, for the purpose of ascertaining compliance with this Declaration and other Governing Documents.

T. Unnatural Drainage. Under no circumstances shall any person be permitted to deliberately alter the topographic conditions on any Lot in any way that would adversely affect the approved and constructed storm water drainage or sewer system.

U. No Prefabricated, Modular, or Manufactured Housing. No prefabricated, modular or manufactured housing, including mobile homes, shall be moved, placed or assembled or maintained on any Lot as a Dwelling Unit or otherwise.

V. Wells. No water wells shall be placed on any property within Jennie's Meadow.

W. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of any buildings, utilities, structures, improvements or signs necessary or convenient to the development or sale of property within Jennie's Meadow.

X. Disputes. The Master Association shall have jurisdiction over activities permitted within the Common Areas. The Master Association, through the Master Association Board, unless specifically provided otherwise, shall have the right and duty to enforce this Declaration, and shall have the right to manage, maintain and govern the Common Areas as provided herein. All disputes, complaints or other matters relating to this Declaration or other Governing Documents shall be submitted to the Master Association Board for determination, unless otherwise provided herein to be within the authority of the Architectural Review Committee. The decision of the Master Association Board or Architectural Review Committee, as applicable, unless otherwise provided, shall be final.

V. ORGANIZATION OF THE ASSOCIATIONS

A. Master Association. The Master Association shall be the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also shall be the primary entity responsible for enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Washington laws. Neither the Articles nor Bylaws of the Master Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The following shall apply to the Master Association:

1. In order to ensure that the Master Association will be adequately administered during the initial development period, the affairs of the Master Association shall be managed and conducted by Declarant during the Control Period. During the Control Period, Declarant shall have the exclusive right to appoint all members of the Board of Directors, which shall consist of between one (1) and three (3) directors who may be Lot Owners or employees or representatives of Declarant. The Master Association Board appointed by Declarant shall have the full authority and all rights, responsibilities, privileges and duties to manage the Master Association in accordance with this Declaration and other Governing Documents.

2. At the expiration of the Control Period, all administrative power and authority shall vest in the Master Association Board, to be composed of nine (9) members, which shall be designated as follows:

a. Owners of the Town Home Lots, by majority vote, shall elect five (5) members of the Master Association Board (*Revised per Amendment 1, approved May 19, 2019*); and

b. Owners of the Single Family Lots, by majority vote, shall elect four (4) members of the Master Association Board. (*Revised per Amendment 1, approved May 19, 2019*)

3. The Master Association, through the Master Association Board, shall have the following duties and powers:

a. Operating, maintaining, repairing, and replacing the private roadways, fencing, landscaping, monuments, signs, storm water facilities, walls, and other improvements constructed or installed by Declarant or the Master Association and located within the Common Areas and easement areas benefiting the Master Association, including but not limited to storm water maintenance and monitoring pursuant to the approved Storm Water Monitoring Program (February 2006);

b. Providing all utility services within the Common Areas deemed necessary or desirable by the Master Association Board;

c. Paying real estate and personal property taxes, assessments and other charges on Common Areas and improvements thereon, to the extent not otherwise taxed to individual Owners;

d. Insuring all improvements that the Master Association is obligated to maintain against damage by casualty to the full extent deemed appropriate by the Master Association Board;

e. Hiring, firing, supervising and paying employees and independent contractors to carry out the obligations of the Master Association as set forth herein;

f. Maintaining liability insurance and bonds to protect the Master Association and the Master Association Board from liability caused by occurrences or happenings on or about the Common Areas;

g. Maintaining worker's compensation insurance for all employees of the Master Association;

h. Purchasing goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;

i. Establishing and maintaining such cash reserves, if any, as the Master Association Board may, in its sole discretion, deem reasonably necessary for the maintenance and repair of Common Areas;

j. Obtaining management, legal, and accounting services deemed desirable for the proper operation of the affairs of the Master Association, and to meet the record keeping and financial disclosure requirements set forth in this Declaration;

k. Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth in this Declaration and the Governing Documents including, but not limited to, the maintenance of all Common Areas and other amenities within Jennie's Meadow;

l. Enforcing the terms and conditions of this Declaration; and

m. Such other matters and powers as are provided under the Governing Documents and Washington law for a nonprofit corporation.

B. Town Home Association. The Town Home Association shall be charged with the duties and vested with the powers set forth in the Governing Documents. Neither the Articles nor Bylaws of the Town Home Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The following shall apply to the Town Home Association:

1. In order to assure that management, maintenance, and repair of the town homes will be adequately administered during the initial development period, the affairs

of the Town Home Association shall be managed and conducted by Declarant during the Control Period. During the Control Period, Declarant shall have the exclusive right to appoint all members of the Board of Directors, which may consist of between one (1) and three (3) directors who may be Town Home Lot Owners or persons who are either employees or representatives of Declarant. The Town Home Association Board appointed by Declarant shall have the full authority and all rights, responsibilities, privileges and duties to manage the Town Home Association in accordance with this Declaration and other Governing Documents.

2. At the expiration of the Control Period, all administrative power and authority shall vest in the Town Home Association Board, and such officers as the Town Home Association Board may elect or appoint in accordance with the Town Home Association's Articles of Incorporation and Bylaws as the same may be amended from time to time. The Town Home Association Board shall be composed of at least three (3) members and no more than (5) members. Each member of the Town Home Association Board shall be entitled to one (1) vote on all matters to come before the Town Home Association Board. A majority vote shall be required for all matters to come before the Town Home Association Board, except as otherwise specifically provided herein or as required by Washington law.

3. The Town Home Association, through the Town Home Association Board, shall have the following duties and powers:

a. Providing for all utility facilities, such as cables, conduits, and pipelines, serving only the Town Home Lots;

b. Maintaining the exterior appearance of all Town Home Lots, which maintenance shall be limited to painting, roof repair and replacement, gutters and downspouts, siding repair and replacement, and lawn and yard maintenance;

c. Hiring, firing, supervising and paying employees and independent contractors to carry out the obligations of the Town Home Association as set forth herein;

d. Maintaining liability insurance and bonds to protect the Town Home Association and the Town Home Association Board from liability caused by occurrences or happenings on or about the town homes associated with the duties and obligations set forth herein;

e. Maintaining worker's compensation insurance for all employees of the Town Home Association;

f. Purchasing goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;

g. Establishing and maintaining such cash reserves, if any, as the Town Home Association Board may, in its sole discretion, deem reasonably necessary for the maintenance and repair of the town homes and Town Home Lots;

h. Obtaining legal, accounting and other professional services deemed desirable for the proper operation of the affairs of the Town Home Association, and to meet the record keeping and financial disclosure requirements set forth in this Declaration:

i. Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth in this Declaration and the Governing Documents including, but not limited to, the maintenance of the town homes;

j. Enforcing the terms and conditions of this Declaration; and

k. Such other matters and powers as are provided under the Governing Documents and Washington law for a nonprofit corporation.

C. Jennie's Meadow Rules. The Master Association Board shall be empowered to adopt, amend, or repeal Jennie's Meadow Rules as it deems reasonable and appropriate, which shall be binding upon all persons and entities subject to this Declaration, whether Members of the Master Association or not; provided, however, that Jennie's Meadow Rules shall not be inconsistent with the other Governing Documents. Jennie's Meadow Rules may also include the establishment of a system of fines and penalties for enforcement thereof. Jennie's Meadow Rules may be established, modified or amended at any special or regular meeting of the Master Association Board.

Jennie's Meadow Rules, as may be amended from time to time, are deemed incorporated herein by this reference and shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on all persons or entities having any interest in, or making any use of properties within Jennie's Meadow, whether or not Members of the Master Association and whether or not copies of Jennie's Meadow Rules are actually received by such persons or entities. The Jennie's Meadow Rules, as adopted, amended, modified or repealed shall be available for review at the principal office of the Master Association to each person or entity reasonably entitled thereto. In the event of a conflict between any provisions of Jennie's Meadow Rules and any provisions of this Declaration, the provisions of Jennie's Meadow Rules shall be deemed to be superseded by the provisions of this Declaration to the extent of any such conflict. Any monetary penalties or fines imposed by Jennie's Meadow Rules shall be treated as an assessment that shall become a lien against the Member's Lot in the same manner and subject to the same enforcement provisions as set forth for liens in Article 7.

D. Non-Liability of Officials and Indemnification. To the fullest extent permitted by Washington law, Declarant and every director, officer, committee member (specifically including members of the Architectural Review Committee), manager, and employee of the Associations and of the Declarant, shall not be personally liable hereunder to any Member, Owner, Occupant, Resident, or other person or entity, including the Associations, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence, and shall be indemnified and defended by the Associations; provided, however, the provisions set forth in this Section V.D shall not apply to any persons who has failed to act in good faith or has engaged in willful or intentional misconduct.

E. Managing Agent. Each Association, through its Board, is authorized to employ persons, including a Managing Agent, and to contract with independent contractors to perform all or any part of the duties and responsibilities of the Association employing same.

Each Association, through its Board, is also expressly authorized to enter into one or more management agreements with third parties in order to facilitate efficient operations and to carry out its obligations. The terms of any management agreement shall be determined by the Board of the Association entering into the agreement, in its sole discretion, and shall be subject to the Governing Documents.

The Associations are expressly authorized to contract with Declarant, or an affiliate, representative, or company involving some or all of the same individuals as Declarant, in order to provide management and maintenance services or to perform any other duties of the Associations. Each Owner, Resident and Occupant shall be bound by the terms and conditions of all management agreements entered into by the Board of the Association entering into the agreement. A copy of all management agreements shall be available to each Owner upon request at the Association office or such other location as designated by that Association's Board.

F. Records and Accounting. Each Association shall keep, or cause to be kept, true and correct books and records of all financial affairs involving the Association, including but not limited to accounting for all assessments and expenses paid by said Association. Financial statements for each Association shall be prepared at least annually and available at the Association office, or such other location as designated by its Board, to all members.

G. Inspection of Books and Records. The membership register, books of account, minutes of meeting of the Members and of the Board, shall be made available for inspection and copying by any member of said Association by the Board at any reasonable time, at the Association office or at such other location designated by the Board. Each Board may establish reasonable rules concerning the following: (i) notice to be given to the custodian of the records by the member of the Board desiring to make the inspection; and (ii) hours and days of the week when such an inspection may be made. Unless otherwise provided by the Board, any member of the Board who would like copies shall be responsible for payment of any costs associated with copying, including the cost of having the copies made by a third party.

VI. VOTING

A. Master Association. Every Owner of a Town Home Lot or Single Family Lot shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the membership is attributable. Each Lot shall be entitled to one membership in the Master Association, which membership shall be shared by all Owners of interest in the Lot. The following shall apply with regard to the Master Association:

1. The Members shall have no voting rights associated with the Master Association except with regard to any matter required to be approved by a vote of the Members under Washington law, such as Member ratification of the budget under RCW 64.38.025. The Board, which is composed of Single Family Lot Owners and Town Home Lot Owners, shall vote on all matters of interest to the Master Association.

2. The rights and obligations of membership in the Master Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon conveyance of ownership of the Lot to which membership is appurtenant.

B. Town Home Association. Every Owner of a Town Home Lot shall be a Member of the Town Home Association. Membership shall be appurtenant to and may not be separated from ownership of the Town Home Lot to which the membership is attributable. Each Town Home Lot shall be entitled to one membership, which membership shall be shared by all Owners of interest in the Lot. The following shall apply with regard to the Town Home Association:

1. Each membership shall be entitled to one (1) vote on all matters to come before the Town Home Association for a vote of the membership. Unless otherwise specified to the contrary in this Declaration or other Governing Documents, a majority vote is required on any issue to come before the membership for a vote.

2. The rights and obligations of membership in the Town Home Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon conveyance of ownership of the Town Home Lot to which membership is appurtenant.

VII. COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

A. Creation of Lien and Personal Obligation of Assessments. The Declarant, for all Lots within Jennie's Meadow, hereby covenants and agrees, and each Owner by acceptance of a deed therefore (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Master Association: (i) Annual Assessments; and (ii) Special Assessments for capital improvements and other extraordinary expenses and costs. Each Owner of a Town Home Lot, further covenants and agrees to pay to the Town Home Association: (i) Annual Assessments; and (ii) Special Assessments for capital improvements and other extraordinary expenses and costs. The Annual and Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot of each Owner and shall constitute a continuing servitude and lien with power of sale upon the Lot against which each such Assessment is made. The lien may be enforced by foreclosure by either the Master Association or the Town Home Association, as applicable, in like manner as a mortgage on real property, or in any other manner permitted by Washington law. The lien for each unpaid Assessment attaches to the Lot after the due date and until paid. The costs and expenses for filing any notice of lien shall be added to the Assessment for the Lot against which it is filed and collected as part and parcel thereof. Each such Annual and Special Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

B. Annual Assessments. In order to provide for the uses and purposes specified herein, including the establishment of replacement and maintenance reserves, the Board of each Association in each year, shall assess an Annual Assessment. The Master Association Annual Assessment shall be levied against all Lots in Jennie's Meadow. The Town Home Association Annual Assessment shall be levied against all Town Home Lots in Jennie's Meadow.

With regard to each Town Home Lot and Single Family Lot in Jennie's Meadow, no Annual Assessment shall be levied or otherwise accrue in favor of the Master Association or Town Home Association until a Dwelling Unit is constructed upon the Lot and title to the Lot is transferred from either Declarant or a successor homebuilder to the initial consumer purchaser of the Lot.

C. Determination of Annual Assessment. The Annual Assessment against each property shall be determined by the Board of the Association levying the assessment. The Board of each Association, at its sole discretion, shall determine when to commence collecting the Annual Assessments. The budget for the Master Association shall address the overall duties, responsibilities and obligations of the Master Association with regard to maintenance, repair, improvement and regulation of the Common Areas and other matters set forth in this Declaration or other Governing Documents. The budget for the Town Home Association shall address the maintenance, repair, landscaping and replacement reserves (at the discretion of the Board) associated with the Town Home Lots, together with any other duties, responsibilities and obligations of the Town Home Association. Annual Assessments for each Association shall be collected in advance on a monthly, quarterly or annual basis as specified by the Board.

D. Rate of Assessment. The following shall apply with regard to each Association:

1. With regard to the Master Association, the Owners of the Lots shall be required to pay an Annual Assessment established by the Board of the Master Association. The Annual Assessment shall be set at a uniform rate for each Lot.

2. With regard to the Town Home Association, the Owners of the Town Home Lots shall be required to pay an Annual Assessment established by the Board of the Town Home Association. The Annual Assessment shall be set at a uniform rate for each Town Home Lot.

E. Superiority of Assessment Lien. To the extent permitted by law, the Associations' liens on Lots for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of Washington and any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed or other instrument of conveyance to any Lot shall constitute a voluntary and informed waiver of the homestead right by the Owner and an acknowledgement that the lien should be paid prior to any homestead claim.

F. Maximum Annual Assessment. As set forth above, the Board of each Association shall decide when to commence Annual Assessments. The following shall apply with regard to determination of Annual Assessments:

1. Prior to the first conveyance of any Lot, the Board of each Association shall establish the initial Annual Assessment for the remaining portion of the existing fiscal year.

2. Each fiscal year thereafter through the fifth fiscal year, the Annual Assessment may be increased by the Board of each Association a maximum of twenty percent (20%) over the previous year's Annual Assessment, unless the Owners of forty percent (40%) or more of the Lots approve a higher Annual Assessment. Any such increase shall be

effective at the beginning of each fiscal year. Beginning with the sixth (6th) fiscal year and each subsequent fiscal year thereafter, unless the Owners of forty percent (40%) or more of the Lots approve a higher Annual Assessment, the Annual Assessment may be increased by the Board of each Association by a maximum amount equal to the greater of either (1) five percent (5%) over the previous year's Annual Assessment, or (2) the percentage increase in the Consumer Price Index, Seattle/Everett Metropolitan Area (or such other closest geographic area available), as published by the Department of Labor, Washington, D.C., or successor governmental agency, between the first day of the previous full fiscal year and the first day of the then current full fiscal year. Any such increase shall be effective as of the beginning of the fiscal year.

3. After the Control Period, the Annual Assessments may be increased by the Boards above the limit set forth in subsection VII.F.2 above.

G. Special Assessments for Capital Improvements and Extraordinary Expenses. Either the Master Association or Town Home Association may, during any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement that it is obligated to manage, or for the purpose of defraying any other extraordinary expense.

H. Billing and Collecting Procedures. The Board of each Association shall have the right to adopt procedures consistent herewith for the purpose of levying and collecting Annual and Special Assessments. The failure of either Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment under this Declaration, but the Assessment Lien therefore shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days' written notice, at the address of the Member in the Associations' records. Such notice may be given at any time after delinquency of such payment. The Associations shall be under no duty to refund any payments received by it even though a property is sold; successor Owners shall be given credit for prepayments, on a prorated basis, made by prior Owners.

I. Collection Costs and Interest on Delinquent Assessments. Any delinquent installment of Annual or Special Assessment shall bear interest from thirty (30) days after the due date until paid at a uniform rate established by the Board of each Association, which rate shall not exceed the maximum interest rate legally allowed by Washington State. The Member shall be liable for all collection costs, including attorneys' fees, incurred by the Associations. The Board may also record a Notice of Delinquent Assessment against the applicable property as to which an Annual or Special Assessment is delinquent and constitutes a lien and may further establish a fixed fee to reimburse the Associations for costs associated with recording such Notice of Lien, processing the delinquency and recording a Notice of Payment, which fixed fee shall be treated as a collection cost of the Associations secured by the Assessment Lien.

J. Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by a Member, each applicable Association within thirty (30) days shall issue a written certificate stating (a) that all Annual and Special Assessments (including interest, costs and attorneys' fees) have been paid with respect to any specified property as of the date of such certificate, or (b) if any Annual or Special Assessments have not been paid, the amount of such Annual or Special Assessment (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Associations may assess a reasonable charge for the issuance of such certificates. Any such certificate, when duly issued as herein provided,

shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the property in question.

K. Declarant Subsidy of Town Home Association. Declarant agrees to provide the following subsidy to the Town Home Association: until either forty percent (40%) of the Town Home Lots have been sold by Declarant or successor homebuilders to consumer purchasers or December 31, 2010, whichever shall occur first. Declarant agrees to subsidize the financial operations of the Town Home Association in the event that all Annual Assessments and every other revenue source received by the Town Home Association fails to equal or exceed the actual operating expenses (excluding maintenance reserves) incurred during the fiscal year. The terms of the subsidy shall be established by written agreement between the Declarant and the Town Home Association. Declarant shall have no obligation for any such short-fall resulting from the levying of an Annual Assessment in an amount less than the maximum authorized, unless the same has been previously approved in writing by Declarant.

VIII. ENFORCEMENT OF PAYMENT OF ANNUAL AND SPECIAL ASSESSMENTS AND OF ASSESSMENT LIENS

A. Enforcing Bodies. The Associations shall have the authority to enforce the provisions of this Declaration.

B. Associations' Remedies to Enforce Payment of Annual and Special Assessments. The Associations may enforce payment of any delinquent Annual or Special Assessments, together with all collection costs and attorneys' fees, by taking either or both of the following actions, concurrently or separately:

1. Bring an action at law and recover judgment against the Member personally obligated to pay the Annual or Special Assessments; or

2. Foreclose the Assessment Lien against the Lot subject to the Assessment Lien in accordance with the then prevailing Washington law relating to the foreclosure of real estate mortgages (including the right to recover any deficiency).

C. Subordination of Assessment Lien to First Mortgage; Priority Lien. The Assessment Lien provided for herein shall be subordinate to any Mortgage lien and any liens for taxes and public charges that by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens, or encumbrances that hereafter in any manner may arise or be imposed upon the Lot. Sale or transfer of any Lot shall not affect the Assessment Lien unless otherwise specifically provided by law.

D. Suspension of Membership. In addition to the remedies set forth herein, and not to the exclusion or prejudice thereof, the Board of each Association may also suspend a Member from its Association and the privileges of membership (including use of the Common Areas with regard to the Master Association), for non-payment of Annual or Special Assessments.

IX. USE OF FUNDS; BORROWING POWER

A. Purposes for Which the Associations' Funds May Be Used. The Associations shall apply all funds collected and received by them for the common good and benefit of the Members by devoting said funds, among other things, to fulfilling the maintenance and other obligations of the Associations as set forth in Article 10 hereof.

B. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as their Boards determine is necessary or appropriate.

C. Associations' Rights in Spending Funds From Year-to-Year. The Associations shall not be obligated to spend in any year all the sums received by them in such year (whether by way of Annual or Special Assessments or otherwise), and may carry forward as surplus any balances remaining and shall not be obligated to reduce the amount of Annual Assessment in the succeeding year if a surplus exists from a prior year. Moreover, the Associations are specifically authorized, in the discretion of the Boards, to provide for reserves to meet anticipated future improvement or replacement needs.

X. MAINTENANCE AND OTHER RESPONSIBILITIES OF THE OWNERS AND ASSOCIATIONS

A. Maintenance Responsibilities of the Master Association. The Master Association shall in its sole discretion maintain the landscaping located within the portions of the Lots subject to landscaping easement described at Section XIV.H, and shall maintain or provide for the maintenance of the Common Areas within Jennie's Meadow, specifically including, but not limited to:

1. Maintenance of grounds and landscaping; maintenance and repair of all private roadways; and maintenance, repair and replacement, if necessary, of any signs, monuments, wall, fences, trails, and other improvements located within the Common Areas, identified easements, or private roadways;

2. Maintenance of all storm water and drainage control systems located within Common Areas or identified easements, including, but not limited to, catch basins, piping, conveyance facilities, retainage and detainage ponds, bioswales and oil separators;

3. Management of all employment matters, including hiring, firing, supervising and paying employees and independent contractors to carry out the Master Association obligations, including maintaining worker's compensation insurance, if applicable; and

4. Provision of all utilities to Common Areas, real estate taxes, insurance (including insurance specified in Article 13 hereof), accounting services, administrative expenses of operation, management and related expenses and services as more fully delineated in subsection V.A.3 of this Declaration.

B. Maintenance Responsibilities of the Town Home Association. The Town Home Association shall maintain, or provide for the maintenance of the Town Home Lots and improvements thereon to the extent provided herein, specifically including:

1. Maintenance, comprising the repair of ordinary wear and tear, of the exterior appearance of all buildings, improvements, and landscaping located on the Town Home Lots, which maintenance shall be limited to (1) painting; (2) roof repair and replacement; (3) gutters and downspouts; (4) siding repair and replacement; and (5) lawn and yard maintenance. Each Town Home Lot Owner shall be responsible for all other repair and maintenance including, but not limited to, extraordinary damage to building exteriors, plumbing, exterior and interior glass, appliances, heating and cooling systems, patios, porches, walkways, and private driveways located within such Owner's Town Home Lot:

2. Management of all employment matters, including hiring, firing, supervising and paying employees and independent contractors to carry out the Town Home Association obligations, including maintaining worker's compensation insurance, if applicable; and

3. Provision of all expenses of operation, management and related expenses and services as more fully delineated in subsection V.A.3 of this Declaration.

C. Maintenance Responsibilities of Single Family Lot Owners. Except for the easement area described in section X.A. Neither of the Associations shall be responsible for any maintenance, repair, or landscaping associated with Single Family Lots, nor any improvements thereon. Each Owner of a Single Family Lot shall be responsible for all maintenance and repair within the Lot.

D. Master Association Authority to Direct Maintenance and Repair. The Master Association, through the Architectural Review Committee, shall have the authority to require the maintenance and repair of all buildings, improvements, and landscaping located on all Lots. In the event the Architectural Review Committee determines that any building, improvements, or landscaping located on any Lot requires any repairs or maintenance, including, but not limited to, grounds or landscape maintenance, painting, roof or gutter repair, or siding replacement or repair, then the Architectural Review Committee shall do the following:

1. With regard to the Town Home Lots, the Architectural Review Committee shall contact the Board of the Town Home Association in writing and specify what repairs or maintenance are required. The Town Home Association shall complete the repair or maintenance within 90 days of the date notified by the Architectural Review Committee, unless an alternative schedule is agreed to in writing between the Town Home Association and the Architectural Review Committee; provided, however, that if the repair or maintenance is not within the scope of work required of the Town Home Association, then the Architectural Review Committee shall contact the Owner directly as provided in subsection X.D.2 below for Owners of Single Family Lots.

2. With regard to Single Family Lots, the Architectural Review Committee shall contact the Owner of the Lot in writing and specify what repairs or maintenance are required. The Owner shall complete the repair or maintenance within 90 days of the date notified by the Architectural Review Committee, unless an alternative schedule is agreed to in writing between the Owner and the Architectural Review Committee.

3. The aggrieved Owner, or the Board of the Town Home Association, as applicable, shall have the right to appeal any such decision to the Master Association Board within seven (7) days of notification from the Architectural Review Committee in accordance with the procedures set forth in Section XI.C of this Declaration. The time period for performance shall be tolled during the pendency of the appeal (from the date the appeal notice is delivered to the Master Association Board until the date of the final decision of the Master Association Board).

4. In the event that the Single Family Lot Owner or the Board of the Town Home Association, as applicable, fails to perform the maintenance or repair specified by the Architectural Review Committee, or by the Board of the Master Association if there is an appeal, then the Master Association shall have the right, but not the obligation, to perform the maintenance or repair and charge the Single Family Lot Owner or the Town Home Association, as applicable, for the entire costs associated therewith, together with an administrative fee equal to an additional fifteen percent (15%) of the total costs, and interest thereon at the rate of twelve percent (12%) per annum from 30 days after an invoice for payment is delivered to the party responsible for payment thereof. An Assessment Lien shall secure repayment on the part of any Owner and be enforceable in the same manner as other liens provided for herein. The Master Association shall have the specific authority to pursue any legal remedy available under Washington law to enforce this covenant in accordance with its terms. In the event of litigation, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

5. **Assessment of Certain Costs of Maintenance and Repair.** In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of any Owner, Resident or Occupant, or their tenants, guests or invitees, the cost of such maintenance or repair may, at the discretion of the Board of the Association otherwise charged with remedying the same, be charged directly to the Owner of the property and shall be payable in accordance with the time period established by the Board. An Assessment Lien shall secure repayment and be enforceable in the same manner as other Assessments provided for herein.

XI. ARCHITECTURAL CONTROL

A. Establishment of Master Association Architectural Review Committee. Within the Master Association, the Declarant shall establish an Architectural Review Committee (referred to herein as "ARC") to perform the functions set forth in this Declaration and may adopt procedural rules and regulations for the performance of such duties, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration. The ARC initially shall consist of not fewer than one (1) and not more than three (3) members. During the Control Period, Declarant shall have the exclusive right to appoint the members of the ARC. For as long as the Declarant has the right to appoint the members of the ARC, ARC members need not be Members of the Master Association and may be employees or representatives of Declarant. Upon termination of the Control Period, the ARC shall consist of not fewer than three (3) and not more than five (5) members, and the Master Association Board shall appoint all members of the ARC from Members of the Master Association. Decisions of the ARC shall be by majority vote of its members. Subject to the provisions of Section XI.D, the decision of the ARC shall be final on all matters considered by it pursuant to this Declaration.

B. Lots Subject to Architectural Review. At all times after conveyance from Declarant, each Lot shall be subject to architectural control by the ARC. No building or structure (including fences or any manmade obstruction) shall be built or placed or thereafter altered on any Lot until after the details and written plans and specifications thereof disclosing clearing, size, materials, location, finish and elevations have been submitted to and approved by the ARC. Within thirty (30) days of submission of plans and specifications to the ARC, the ARC by a majority vote and in writing may approve or disapprove or may conditionally approve plans and specifications so submitted. If such plans and specification be so disapproved (or if conditionally approved, then unless the conditions thereof by complied with) the projected construction shall not be undertaken, or if undertaken in violation hereof, may be abated by legal proceedings instituted by the Master Association Board or any aggrieved party, irrespective of the time of completion thereof. The ARC shall in good faith exercise discretionary approval and disapproval of plans and specifications on a basis of minimizing interference with the enjoyment of nearby Lots and of enforcing an improvement use and occupancy of the land in a pleasing but not necessarily uniform manner. The ARC shall exercise its best judgment to the end that all such changes, improvements, and alterations to Lots conform to and harmonize with the existing character of Jennie's Meadow and fully comply with the Jennie's Meadow Design Standards.

C. Appeal. Any owner aggrieved by a decision of the ARC may appeal the decision to the Master Association Board in accordance with established procedures of the Master Association Board, which shall be available to all Members at the Master Association office or such other location designated by the Master Association Board. The determination of the Master Association Board is final and binding on all parties.

D. Fee. The Master Association Board may establish a reasonable processing fee to defer the costs to the Master Association in considering any requests for approvals submitted to the ARC, which fee shall be paid at the time the request for approval is submitted. The Master Association Board may also establish a reasonable processing fee to defer the costs to the Master Association in considering any appeal submitted to the Master Association Board, which fee shall be paid at the time the appeal is delivered to the Master Association Board.

E. Jennie's Meadow Design Standards. Jennie's Meadow Design Standards shall be initially prepared by the Declarant or Master Association Board, at the discretion of Declarant, and may include written guidelines setting forth the minimum standards for the design, height, square footage, location, style, structure, color, mode or architecture, mode of landscaping, maintenance and other relevant criteria associated with all properties within Jennie's Meadow. The purpose of the Jennie's Meadow Design Standards is to preserve and promote the character of Jennie's Meadow. By acceptance of a deed for any property within Jennie's Meadow, each Owner thereof and his successors and assigns agree to be bound by all provisions of the Jennie's Meadow Design Standards, as may be amended from time to time by the Master Association Board, and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

F. Violation of Approved Plans of the ARC. If the ARC determines that work on any property within Jennie's Meadow has not been completed in compliance with the final plans approved by the ARC, then the ARC or the Master Association Board may notify the Owner in writing of such noncompliance, specifying in reasonable detail the particulars of noncompliance, and may require the Owner to remedy the same. If the Owner fails to remedy such noncompliance within a reasonable time period designated by the ARC, then the

Declarant or the Master Association Board shall have the right to enter upon the property of any Owner and obtain compliance or remedy noncompliance as ordered by the ARC and the cost of such performance remedy shall be charged to the Owner of the property in question, which cost shall be due within ten (10) business days after receipt of written demand therefore. In addition, in the event of noncompliance, the Declarant or the Master Association Board shall have the right to recover reasonable attorneys' fees and costs (including both court costs and reasonable additional expenses for experts, consultants and others involved in the litigation) as determined by the Court.

G. Non-Liability for Approval of Plans or Directions Regarding Maintenance and Repair. ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with good engineering or design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications, neither the ARC, the members thereof, the Master Association, the Master Association Board, nor Declarant assumes any liability or responsibility therefore, or for any defect in the structure constructed from such plans or specifications. None of the above entities or individuals shall be liable to any Member, Owner, Resident, Occupant, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, and specifications; or (c) any order given with regard to required maintenance or repair.

XII. RIGHTS AND POWERS OF THE ASSOCIATIONS

A. Rights and Powers. The Associations shall have the rights and powers set forth in this Declaration and all other Governing Documents, together with all rights and powers of a nonprofit corporation incorporated in the State of Washington. Upon incorporation of the Associations, copies of the Articles and Bylaws shall be available for inspection and copying at the Associations' offices during reasonable business hours.

B. Contracts With Others for Performance of the Associations' Duties. Subject to the restrictions and limitations contained herein, the Associations may enter into contracts and transactions with others, including Declarant, and such contracts and transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Associations, or member of any committee, is employed by or otherwise connected with Declarant, provided that the fact of such interest shall be disclosed or known to the other members of the Board acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable.

XIII. INSURANCE

A. Insurance on Common Areas. The Master Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Areas. The Master Association shall maintain the following insurance, to the extent that such insurance is reasonable available, considering the costs and risk coverage provided by such insurance:

1. A policy of property insurance covering all insurable improvements located or constructed on the Common Areas with a "Replacement Cost Endorsement". Such insurance shall afford protection against loss or damage by fire and other perils normally

covered by the standard extended coverage endorsement and such other risks customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard all risk endorsement, where such is available.

2. A comprehensive policy of public liability insurance covering all Common Areas in an amount not less than One Million Dollars (\$1,000,000) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

3. In the event of damage to or destruction of all or any portion of the Common Areas due to fire or other casualty, the insurance proceeds received by the Master Association, if sufficient to reconstruct or repair the damage, shall be used by the Master Association for such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, then the Master Association shall determine whether to levy a Special Assessment in accordance with Article 7 hereof. If such Special Assessment is not approved, the insurance proceeds, after first being used to clean and landscape damaged areas, may be applied in accordance with the direction of the Master Association Board.

B. Insurance on Lots. Owners of all Lots shall maintain insurance covering all insurable improvements located or constructed upon their Lots. Each Owner shall maintain the following types of insurance with an insurance company with an A.M. Best rating or at least A-VI:

1. A policy of property insurance covering all insurable improvements located on the Owner's Lot with a "Replacement Cost Endorsement." Such insurance shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement and such other risks customarily covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard all risk endorsement, where such is available. In the event of damage to, or destruction of, all or any portion of a Lot (including improvements) due to fire or other adversity or disaster, the insurance proceeds shall be paid by the Owner for such reconstruction and repair, unless otherwise specifically provided by the Master Association Board in writing. The Master Association shall be listed on all property insurance policies as an "additional insured" to ensure its ability to require the insurance proceeds to be utilized for reconstruction of the damaged improvements.

2. Insurance coverage on furnishings, other personal property, and glass, together with all other forms of insurance not specifically provided for in this Declaration, shall be the responsibility of the Owner.

3. A comprehensive policy of public liability insurance covering the Lot in an amount not less than One Million Dollars (\$1,000,000) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

4. An insurance policy provided for herein may not be canceled or substantially diminished or reduced in coverage without at least thirty (30) days' prior written notice to the Master Association. Each Owner shall be required to deliver to the Master

Association a Certificate of Insurance that confirms that the insurance coverage outlined in this Article 13 have been placed with an insurance company with an A.M. Best rating of at least A-VI, and confirming that the Master Association has been named as an additional insured as required herein, together with a copy of the actual insurance policy.

XIV. EASEMENTS

A. Maintenance Easement. An easement is reserved and granted to the Associations, their Officers, Directors, agents, employees and representatives upon, across, over, in and under all properties within Jennie's Meadow, as reasonable necessary, to enable the Associations to perform the duties and functions that they are obligated or permitted to perform pursuant to this Declaration.

B. Utility Easement. An easement is hereby reserved, granted, conveyed, and created upon, across, over and under Common Area Tracts A through I and all Lots for ingress, egress, installation, repair, and maintenance of all Declarant-authorized utility facilities installed in connection with the initial development of said properties including, but not limited to, water, sewer, gas, telephone, fiber optic cable, electricity, and cable television systems. As a condition of the easement, all utility companies shall be required to promptly remove all debris and restore the surface of any affected property within Jennie's Meadow as nearly as possible to the condition it was in at the time of commencement of such work.

C. Future Utility Easements.

1. For a period of twenty-five (25) years from the date this Declaration is recorded, and notwithstanding anything to the contrary herein, Declarant reserves the right to grant additional easements, licenses, and permits upon, across, over, and under any property within Jennie's Meadow (other than directly under or within any constructed building unless the Owner consents thereto), for purposes including, but not limited to, installation, maintenance, repair, replacement, and improvement of any utility facilities, including without limitation electric, water, sewer, gas, telephone, fiber optic cable, television cable, and drainage facilities. Declarant may terminate the right to grant such easements by delivering notice to the Master Association in writing at any time.

2. Beginning at the end of the time period set forth in subsection XIV.C.1 for Declarant's right to grant easements and continuing until the termination of this Declaration, the Master Association shall have the right to grant easements, licenses, and permits upon, across, over, and under any portion of the Common Areas for installation, maintenance and repair of utilities and drainage facilities: provided said easements, licenses, and permits shall be (1) consistent with the intended use of properties within Jennie's Meadow; (2) reasonably necessary or desirable for the proper use, maintenance, and operation of Jennie's Meadow; and (3) without substantial adverse effect on the enjoyment of any affected properties within Jennie's Meadow.

D. Priest Lane View Corridor Easement. Within that portion of Tract G depicted on the Plat as "VIEW CORRIDOR," (a) no trees shall be planted except species whose height does not exceed fifteen (15) feet at maturity, and (b) vegetation that actually obstructs scenic views through such view corridor areas from the real property located northerly of Phase A shall be cut, topped, trimmed, or removed by the Master Association so as to eliminate such view obstruction.

E. Access and Use Easements Within the Town Home Lots. Each town home Dwelling Unit is part of a cluster of several Lots. An easement is hereby reserved, conveyed and created upon, across and over each Town Home Lot within a cluster of Lots on which a town home is located, in favor of, and for the benefit of, each Town Home Lot within the cluster and the Owners, Residents, Occupants, tenants, guests and invitees thereof, for the purposes of ingress, egress, utilities and use of driveways, walkways and common courtyards, if applicable, adjacent to each town home Dwelling Unit.

F. Rights of Declarant Incident to Construction. An easement is reserved by and granted to Declarant, its successors and assigns, for use, access, ingress, and egress over, in, upon, under, and across the Common Areas including, but not limited to, the right to store material thereon and to make such other use thereof as may be reasonable necessary or incidental to Declarant's construction within Jennie's Meadow.

G. Rights of Declarant Incident to Lot Sales. An easement is reserved by and granted to Declarant, its successors and assigns, to nonexclusive use of all Common Areas for display, sales, promotional, and other purposes deemed useful by Declarant and its agents and representatives in advertising or promoting Jennie's Meadow. This right shall permit Declarant to allow unlimited use of the Common Areas by guests and prospective purchasers.

H. Landscaping Easement. A nonexclusive easement is reserved by and granted to Declarant and the Associations to install and maintain landscaping within that portion of each Lot located within ten (10) feet of Tract A of the Plat. Notwithstanding the foregoing, the creation and existence of the foregoing easement shall not impose any obligation on Declarant or the Associations to undertake such landscaping.

I. Easements Deemed Created. All conveyances of properties within Jennie's Meadow hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this declaration, even though no specific reference to such easements appears in the instrument of such conveyance.

J. Town Home Party Wall Easement. Each wall now or hereafter constructed as part of the original construction of any two (2) Dwelling Units within abutting Town Home Lots and placed on the dividing line between such Town Home Lots, including, without limitation, walls abutting each other upon said common dividing line, shall constitute a party wall ("Party Wall"). Mutual reciprocal easements are hereby established, declared, and granted over the Town Home Lots for any Party Wall for the benefit of the Owners thereof. The Owner of each Town Home Lot shall have the right to jointly use the Party Wall subject to the terms, conditions and limitations set forth herein. In addition, there shall exist and there is hereby granted, for so long as a Party Wall exists, an easement for any encroachment, and for the maintenance of same, which results from any portion of any Party Wall constructed on either of the Town Home Lots, encroaching upon the adjacent Town Home Lot, whether as a result of shifting, settlement or movement of the improvements of which the Party Wall is a part. Each Town Home Lot Owner shall be responsible for one half (1/2) of the cost of the reasonable care, repair, and maintenance of any Party Wall appurtenant to such Town Home Lot Owner's Dwelling Unit and shall repair and maintain the Party Wall in first class conditions (reasonable wear and tear excepted). Neither Owner shall undertake any work on its Town Home Lot that would jeopardize the soundness, safety, or integrity of the Party Wall, reduce the value thereof, or impair the easement herein established, without the consent of the abutting Owner. It shall be the duty of each Owner to pay its share of the rebuilding, repair, or restoration of the Party Wall as set forth in this Agreement within a reasonable

period of time after notice of such obligation, unless the need to rebuild, repair, or restore is (a) due to the acts or omissions of the abutting Owner or its agents or contractors, or (b) the result of a fire or other casualty on one of the abutting Town Home Lots, in which case the responsible Owner (or the Owner of the Town Home Lot on which the casualty began) shall be solely responsible for all costs of rebuilding, repair, or restoration. If either abutting Town Home Lot Owner shall neglect or refuse to pay its share as set forth herein when due, then such amount owing shall constitute a lien on the Owner's Town Home Lot for the benefit of the other Owner. No Town Home Lot Owner subject to the easement described in this section shall alter, modify, or change a Party Wall in any manner without the prior written consent of the abutting Town Home Lot Owner; except that each Owner shall have to right to perform interior decoration not affecting the structure of the Party Wall and to repair the Party Wall in accordance with the provisions of this Declaration.

XV. CONDEMNATION

In the event proceedings are initiated by any governmental entity seeking to take eminent domain of the Common Areas, or any part thereof, or any interest therein, with a value as reasonably determined by the Master Association Board in excess of \$10,000, then the Master Association shall give prompt notice thereof to all Members. The Master Association shall have full power and authority to defend said proceedings and to represent the Owners in any negotiations, settlements, or agreements pursuant to which all or any portion or interest in the Common Areas, or improvements located thereon, are relinquished, by giving all Members at least fifteen (15) days prior written notice thereof. In the event following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of said properties, the award made for such taking shall be applied by the Master Association to repair and restoration of the remaining Common Areas, or improvements thereon, as the Board, in its discretion, shall determine.

XVI. TERM; AMENDMENTS; TERMINATION

A. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty-five (25) years from the date of recording this Declaration. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by a vote of the (1) Master Association Board members casting eighty percent (80%) of the votes of the Master Association Board at a meeting held for such purpose; and (2) affirmative vote of Owners representing eight percent (80%) or more of the Lots. If the necessary votes are obtained, the Master Association Board shall record a Certificate of Termination in the real property records of Clallam County, Washington. Thereupon, this Declaration shall have no further force and effect.

B. Amendments.

1. By Declarant. In addition to specific amendment rights reserved to Declarant elsewhere in this Declaration, until Declarant's conveyance of any Lot to a consumer purchaser Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any established and reputable title insurance company to insure title to any of the Lots; (c) to enable any institutional or

governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (d) to satisfy requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect title to any Lot unless the Owner consents in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any Owner's rights.

Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any governmental entity or agency or lending institution as a precondition of making any loan. Any such amendment shall be perfected by the Declarant's recording of the same, duly signed by an authorized signatory of Declarant, and each Owner hereby grants his irrevocable power of attorney to Declarant for the purposes set forth herein, to the effect that Declarant shall have the right to execute and record said such amendment on behalf of all Owners and bind all properties within Jennie's Meadow to the terms and conditions set forth therein.

2. By Board and Members. This Declaration may be amended by obtaining (1) a vote of the Master Association Board members casting sixty percent (60%) of the votes of the Board at a meeting held for such purpose; and (2) affirmative vote of Owners of sixty percent (60%) or more of the Lots, provided, however, that no amendment shall modify any Development Rights, Declarant's Exemptions, easement rights reserved to Declarant, or other rights reserved to Declarant under this Declaration, without Declarant's prior written consent. Any amendment to this Declaration shall be recorded in the real property records of Clallam County, Washington, duly signed and acknowledged by the President of the Master Association.

3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant (or the assignee of such right or privilege). If an Owner approves any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to approve, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such approval. Any amendment shall become effective upon recording in the public records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

4. Lender Consent. Certain amendments and termination of the Declaration may require the approval of Eligible Holders under Article 17.

XVII. PROTECTION OF LENDERS

The following provisions are for the benefit of certain holders, insurers, and guarantors of Mortgages on Lots within Jennie's Meadow.

A. Notices of Action. An institutional holder, insurer, or guarantor of a Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice from the Association of:

1. **Loss.** Any condemnation loss or any casualty loss that affects a material portion of the Lots on which there is a Mortgage held, insured, or guaranteed by such Eligible Holder:

2. **Delinquency.** Any delinquency in the payment of assessments or charges owed by a Lot Owner subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot that is not cured within sixty (60) days;

3. **Insurance.** Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

4. **Other Actions.** Any proposed action that would require consent of a specified percentage of Eligible Holders.

B. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless Eligible Holders on Lots to which more than 67% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated consent, the Association shall not:

1. **Common Areas.** By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area that the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

2. **Assessments.** Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of Jennie's Meadow shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

3. **Design Review.** By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Lots and the Common Area (the issuance and amendment of Jennie's Meadow Design Standards and Jennie's Meadow Rules shall not constitute a change, waiver, or abandonment within the meaning of this provision);

4. **Insurance Failure.** Fail to maintain insurance, as required by this Declaration; or

5. **Insurance Proceeds.** Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

C. Other Provisions for Eligible Holders. To the extent not inconsistent with Washington law:

1. Termination of Declaration. Any election to terminate the Declaration shall require the approval of the Eligible Holders on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

2. Amendment of Declaration. The following provisions do not apply to the addition of real property to this Declaration. The approval of Eligible Holders on Lots to which more than 50% of the votes of Lots subject to a Mortgage held by Eligible Holders appertain shall be required to amend any material provisions of the Declaration relating to the following, or to add any material provisions thereto that establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, or subordination of such liens; (iii) the authority to establish reserves for maintenance, repair, and replacement of the Common Area (but not setting the amount thereof or expenditures of reserves); (iv) insurance or fidelity bonds; (v) limitation on the rights to use the Common Area; (vi) responsibility for maintenance and repair of the Town Home Lots; (vii) boundaries of any Lot; (viii) general restrictions governing the leasing of Lots; (ix) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot; (x) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or (xi) any provisions included in this Declaration that are for the express benefit of holders, guarantors, or insurers of Mortgages.

3. No Priority. No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the Mortgagee of any Mortgage encumbering such Owner's Lot.

5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, so long as such request is delivered to the Mortgagee by personal delivery or certified or registered mail, return receipt requested.

6. Construction of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws, or Washington law for any of the actions described in this Article.

D. HUD/VA Approval. During the Development Period, the following actions shall require prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Lot: merger, consolidation or dissolution of the Association; annexation of additional property other than any portion of Phase B and Phase C; dedication, conveyance or mortgaging of Common Area; or material amendment of this Declaration. Granting

easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this section.

XVIII. MISCELLANEOUS

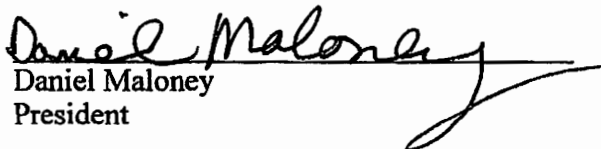
A. Interpretation of This Declaration. Except for judicial construction, the Master Association Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary, the Master Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

B. Severability. Any determination by any court of competent jurisdiction that any provision of this Master Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

C. References to This Declaration in Deeds. Deeds and other instruments relating to any portion of Jennie's Meadow may incorporate the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, all terms and conditions of this Declaration shall run with the land and shall be finding on all persons claiming any interest therein, their heirs, executors, administrators, successors, and assigns.

D. Recovery of Attorney Fees and Costs. In any action to enforce or interpret any provision of this Declaration, including appeal thereof and enforcement of a judgment, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties as a part of the judgment a reasonable sum for attorneys' fees and costs reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

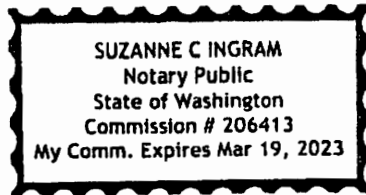
IN WITNESS WHEREOF, the undersigned has hereunto executed this Amended Declaration of Covenants, Conditions and Restrictions on this 18 day of June 2019.


Daniel Maloney
President

STATE OF WASHINGTON)
) ss.
COUNTY OF Clallam)

On this 18 day of June, 2019, before me, a Notary Public in and for the State of Washington, personally appeared DANIEL MALONEY, to me personally known or proved on the basis of satisfactory evidence to be the persons who executed the within and foregoing instrument, and acknowledged said instrument to be their voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Suzanne C Ingram
NOTARY PUBLIC in and for the State of
Washington, residing at 171 E LOBELIA DR
My appointment expires MARCH 19 2023
Print Name SUZANNE C INGRAM

EXHIBIT A

LEGAL DESCRIPTION OF JENNIE'S MEADOW

PHASE A (SUBJECT TO THIS DECLARATION):

Lots 1 through 38 inclusive, Lots 151 through 201 inclusive, and Tracts A through K inclusive, of the Plat of Jeanie's Meadow – Phase A, as recorded in the real property records of Clallam County, Washington, at Volume 14 of Plats, pages 93 to _____, Auditor's File No. 2006-1180566.

PHASE B (NOT SUBJECT TO THIS DECLARATION BUT MAY BE SUBJECTED TO THIS DECLARATION IN A SUBSEQUENT PHASE AMENDMENT):

Phase B (Parcel 1) of the Plat of Jeanie's Meadow – Phase A, as recorded in the real property records of Clallam County, Washington, at Volume 14 of Plats, pages 93 to _____, Auditor's File No. 2006-1180566.

PHASE C (NOT SUBJECT TO THIS DECLARATION BUT MAY BE SUBJECTED TO THIS DECLARATION IN A SUBSEQUENT PHASE AMENDMENT):

Phase C (Parcel 2) of the Plat of Jeanie's Meadow – Phase A, as recorded in the real property records of Clallam County, Washington, at Volume 14 of Plats, pages 93 to _____, Auditor's File No. 2006-1180566.