

RECORDED AT THE REQUEST OF

595536 PGS: 12 AMEND

Jefferson County Auditor's Office

AND AFTER RECORDING RETURN TO:

Ocean Grove Association
PO Box 519
Port Townsend, Washington 98368
Attn: Daniel H.Näsman, Manager

**SEVENTH AMENDED DECLARATION OF PROTECTIVE COVENANTS COVERING
OCEAN GROVE ESTATES, OCEAN GROVE NO. 2,
AND OCEAN GROVE NO. 3
BY OCEAN GROVE ASSOCIATION**

Last amended by a majority vote of all lot owners effective April 12, 2015

Grantor:	Ocean Grove Association
Grantee:	Ocean Grove Association
Legal Description:	Plat of Ocean Grove Estates, Plat of Ocean Grove No. 2, and Plat of Ocean Grove No. 3, recorded in Volume 4 of Plats, at pages 20, 27 and 31, respectively, Jefferson County, Washington
Assessor's Tax Parcel ID #:	N/A
Reference #	543353

The Ocean Grove Association (the "Association"), by a majority vote of the current owners of lots in the above subdivisions (the "Subdivisions"), have made the following Seventh Amended Protective Covenants to uniformly establish a general plan for the improvement and development of all the premises described below and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. This Seventh Amended Declaration is intended to amend and restate in their entirety those certain Amended Protective Covenants Covering Ocean Grove Estates, Ocean Grove No. 2, and Ocean Grove No. 3, recorded under Jefferson County Auditor's File No. 543353. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such Subdivisions, or any interest therein, and shall enure to and pass with each and every parcel of such Subdivisions and shall bind the respective successors in interest of the

present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof:

Plat of Ocean Grove Estates, recorded in Jefferson County, Washington, in March 1961 as Volume 4 of Plats, page 20.

Plat of Ocean Grove No. 2, recorded in Jefferson County, Washington, in February 1961 as Volume 4 of Plats, page 27.

Plat of Ocean Grove No. 3, recorded in Jefferson County, Washington, in September 1962 as Volume 4 of Plats, page 31.

The Ocean Grove Lot Owners Association Bylaws will be the guide for voting and for maintenance of these covenants. The covenants may be amended or terminated at any time by a majority vote of the then member-owners in good standing of lots in the Subdivisions; provided that these covenants as recorded shall not be amended, rewritten or terminated at any time in such manner that will permit or allow public health to be endangered.

If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any person or persons owning any real property situated in said development or subdivision to prosecute at law or in equity against person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Paragraph headings herein are intended solely for ease of reference and shall not alter the interpretation of the provisions hereof.

Addendum "A" to the Covenants shall be used as a planning guide. As a building plan fact sheet it is an extraction from the covenants and lists building constraints and outlines procedures for lot owners to submit plans and gain approval for construction in the Subdivisions. Nothing contained therein is intended to supersede Jefferson County planning codes or residential standards, and the County regulations will prevail.

These Covenants are designed to protect property values, to promote the enjoyment of the property by resident homeowners and to encourage community cooperation. They recognize a diversity of individual dwelling and landscaping styles in the context of the larger community and are intended to provide guidelines to assure the lasting enjoyment of each property owner and to provide a forum for the resolution of disputes regarding land use as it may impinge on another owner.

A. Residential Character; Footprint and Height of Structures. All lots in the Subdivisions shall be known and described as residential lots with the exception of lots held by the Association for community use ("Common Areas") or deeded or assigned for utilities service. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on

any residential building lot that is inconsistent with the residential character of the community, with the exception of gazebos, gardening sheds and other similar structures of a residential nature. Construction shall be limited to one detached single-family dwelling and a private garage for not more than three (3) cars. The total footprint for construction, including the main structure, the garage, and an impervious breezeway or patio connecting the house to the garage shall not exceed twenty-two percent (22%) of the lot.

Height of structures shall not exceed thirty (30) feet. Building height shall be measured as follows: Height of building is the vertical distance above a reference datum measured to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the height of the highest gable of a pitched or hipped roof. The reference datum shall be the elevation of the highest natural grade within a five (5) foot horizontal distance of the exterior wall of the building. Variances regarding heights of structures shall be considered based on view impact.

B. Building Review. No building shall be erected, placed or altered on any building lot in the subdivisions until the building plans, specifications and plot-plan showing the location of such building have been approved in writing as hereinafter provided. Homes must be built on-site to be considered for approval. Variances to this requirement may be approved on a case-by-case basis. Bright reflective materials are not to be used. All buildings will be located as shown by the approved plot-plan. Plot-plan and construction compliance review will be accomplished as early as possible by a Building Review Committee duly appointed by the Board of Trustees of the Association (the "Board"), or by a representative designated by a majority of the members of said Building Review Committee. Inspection of the actual layout of the foundation on the lot will be made to assure compliance with the approved plot-plan. In the event a member leaves the Building Review Committee, the Board shall appoint a successor. Should the Building Review Committee or its designated representative fail to approve or disapprove design and location plans within thirty (30) calendar days subsequent to receipt of such plans and specifications, such approval will be waived and this covenant will be deemed to have been fully complied with. Neither the members of the Building Review Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Notwithstanding any other provision hereof, approval of plans for construction or alteration of any structure shall be withheld so long as the lot owner applying for such approval is in arrears in the payment of any assessments or other amounts payable to the Association hereunder.

Appointment to the Building Review Committee shall be for a term of three (3) years, and its members must be Ocean Grove lot owners and members of the Association.

The Building Review Committee intent is to encourage that all buildings receive quality workmanship and materials. In no event, however, will the Building Review Committee or the Board have any liability to any lot owner for any shortcoming in workmanship or materials in any construction carried out on any lot, regardless of such prior review and approval as may have been granted by the Building Review Committee. The ground floor area of the main structure, exclusive of one-story open porches, carports and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 600 square feet for the ground floor area of more than one a multi-story dwelling.

C. Setbacks. No building shall be located on any residential lot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than twenty-five (25) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet to any side lot line. A detached garage may be located five (5) feet from the rear lot line except where the rear lot line abuts a street, in which case the front yard setback of twenty (20) feet or more will prevail, unless otherwise approved by the Building Review Committee.

D. Minimum Lot Size. No residential structure shall be erected or placed on any building lot which building lot has an area of less than 7,500 square feet or a width of less than seventy (70) feet at the front building setback line.

E. Business Uses of Lots. Trade, craft, business, profession, commercial or manufacturing enterprise, or business or commercial activity of any kind shall not be conducted or carried on upon any residential lot, which would result in signs, equipment, or additional traffic causing an annoyance or nuisance to the neighborhood. The Board shall make determinations of nuisance or annoyance when petitioned by affected Association neighbors.

F. Maintenance of Properties. The Association shall maintain the Common Areas. Each lot owner agrees to maintain his lot and the residence and any other structures located thereon in a neat, attractive, and clean condition.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt and other material as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. No unsightly conditions shall be permitted to exist on any lot. Unsightly conditions shall include, without limitation, litter, trash, junk or other debris; inappropriate broken, or damaged furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items.

No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without written approval of the Building Review Committee. For the benefit of sky watchers and the residents who appreciate the solitude and rural nature of Ocean Grove, the installation of any high intensity dusk-to-dawn security light, which remains continuously on, is prohibited.

G. Vehicles or Structures Used as Residence. No trailer, mobile home, motorhome, basement, tent, shack, garage, barn or other outbuilding erected or placed in the Subdivisions shall at any time be used as a residence temporarily or permanently. However, the Building Review Committee may authorize a temporary residence during a construction period. A written request shall be required and placement of the trailer prior to the issuance of a Jefferson County building permit shall be prohibited.

H. Parking of Recreational Vehicles, Etc.

Definitions:

For purposes of this section the following definitions apply.

“Recreational vehicle” includes Class A, B, and C motorhomes, trailered boats, boat trailers, campers, camper shells, It does not include campers or vans used as regular transportation or similar vehicles.

“Restricted vehicle” includes commercial trucks, trucks with a GVW (gross vehicle weight) exceeding 10,000 pounds, riding lawnmowers, tractors, boats without trailers.

No recreational vehicle shall be stored or permitted to remain on any lot, unless the same is placed in a garage or, if approved by the Building Review Committee, a carport. Restricted vehicles may remain on a lot provided that they are shielded from view from the street and adjacent lots. This provision shall be subject to rules and regulations established by the Board through the adoption of pertinent bylaws. Parking of recreational vehicles for up to two weeks on an owner's lot is permitted for purposes of loading, unloading, vehicle maintenance, or use as a guest bedroom.

Variations from or waivers of the provisions of Article H shall be considered by the Board on a case-by-case basis based on the visual impact of the subject vehicle. The manager shall give written notice of a violation to the lot owner or occupant, who shall then have 14 days from the date of receipt of the written notice to take whatever actions are necessary to remedy the violation. If said lot owner shall not comply within the 14-day period, the board shall have the option to remove the vehicle at the expense of the owner.

The recreational vehicle/boat storage facility constructed by the Association immediately east of the water storage tanks currently located on the subject property will be maintained by the Association for use and benefit of Ocean Grove owner-residents. The use and occupancy of such storage facility by lot owners shall be governed by written policies and rules established from time to time by the Board, with respect to what items may be stored, how spaces will be assigned, the use of rental agreements, and the establishment of rental fees for the use of such storage space, and such other matters as the Board may choose to address in such policies and rules.

I. Reserved Easements. An easement is reserved over the rear five (5) feet of each lot and over a two and one-half (2-1/2) foot wide strip along each side of interior lot lines, for utility installation and maintenance, power, telephone, sewer, etc. except for contiguous lots to be combined for single residence. Additional necessary public utilities and utility easements are reserved as shown on the recorded plats, and as may be required by governmental subdivisions. Utilities will be below ground for all lots except for those bordering Cape George Road in Blocks 1, 3, 6, and 8, and in Ocean Grove No. 3.

J. Completion of Construction; Sewage Disposal. Any dwelling or structure erected or placed on any lot in these Subdivisions shall be completed as to exterior appearance, including finished painting, within ten (10) months from the date of commencement of construction; provided that extensions of such deadline shall be considered by the Building Review Committee and granted for good cause shown. Dwellings shall be connected to a wastewater treatment

system. Where a community system is not available, all sewage disposal shall be by means of septic tanks and tile disposal fields, in accordance with the regulations of the Jefferson County Department of Public Health.

K. Landscaping, Hedges, Fences, Etc. Landscaping may include the full range of options from formal lawns and plantings to maintenance of native flora but should result in a neat and clean appearance pursuant to Section F of these Covenants. Where appropriate, plantings of hedges and potentially large trees or shrubbery should take into consideration the preservation of mountain and water views of other homeowners.

No fence or walls shall extend higher than six (6) feet above ground. Fences shall be constructed of suitable fencing materials, shall not detract from the appearance of the dwelling located on the building site and should be of acceptable appearance to adjacent owners. Nothing shall prevent the erection of a necessary retaining wall the top of which does not extend more than two (2) feet above the finished grade of the back of said retaining wall. Conflicts arising between owners over landscaping, plantings, fencing or view impingement should initially be addressed between the parties involved. Should conflicts remain unresolved, they may be submitted in writing with appropriate documentation to the Board.

No cutting, trimming or pruning shall occur on Common Areas without express written approval by the Board.

L. Animals. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations, provided that they are not kept, bred, or maintained for any commercial purpose. Upon a written request by a resident-owner and the written approval of the Board and in accordance with Board-adopted Bylaws, a resident may have up to three chickens. The keeping of household pets in such numbers as to become a neighborhood problem is also excluded. Animal ownership includes the obligation to ensure the peace, property and privacy of the community and to comply with governing county ordinances (JCC 6.05 et seq.) including but not limited to control of an animal at all times, howling and barking, injury to property, vicious or dangerous animals. Enforcement of this section shall begin with neighbor-to-neighbor contact and may be followed by a request for Board participation in problem resolution as outlined in the Bylaws. Request for county enforcement may be made at any time by the offended neighbor or, after an unsuccessful effort at problem resolution by the Board. The Board may initiate legal proceedings to enforce this language.

M. Signs No signs shall be erected or maintained on any lot, except that not more than one bona fide "FOR SALE" or "FOR RENT" sign of a size that is in accordance with prevailing practice in Jefferson County. Signs used by a builder as advertisement are permissible during construction and sale period. Signs for any other purpose shall be allowed only upon written approval of the Board or the Building Review Committee if authorized by the Board. During primary and general elections, residential lots may display political endorsement signs. Such signs shall be permitted from the date that filing for offices open and shall be removed within one day after the general election. Occasional yard sale signs are also permitted.

N. Common Expenses and Assessments. Certain expenses shall be paid by the Association for the benefit of all owners and are referred to herein as Common Expenses. The

Common Expenses shall be paid by the Association from funds collected. The Common Expenses shall include, but shall not be limited to, the following: (1) the expense of maintaining any Common Areas; (2) real property taxes on the Common Areas; (3) the cost of procuring insurance coverage on the Common Areas; (4) the cost of operation, maintenance, repair or replacement of the Common Areas; (5) utility charges attributable to the Common Areas; (6) the cost of operating any recreational facilities of the Association; (7) the cost of maintaining entrance improvements, including but not limited to, signs, lights, fences, wall, plantings and landscaping; and (8) any other expense which shall be designated as a Common Expense in these Protective Covenants as the same may be amended from time to time by the Association.

For the purpose of funding such Common Expenses, each lot shall be subject to an annual assessment. The Board shall determine the amount of the total annual assessments necessary to pay the Common Expenses, and the amount of such annual assessment may be increased or decreased periodically as necessary to properly provide for payment of the Common Expenses. The amount of the annual assessment shall be equal for all residential lots, but shall not be assessed against the Common Areas. The Association shall create and maintain from the annual assessments a reserve fund for replacement of Common Areas which can reasonably be expected to require repair or replacement. Upon written demand from any lot owner, the Association shall furnish a written certificate setting forth whether the assessment against a specified lot has been paid. A reasonable charge may be assessed for the issuance of such certificate. The Association may also levy special assessments against a lot to reimburse the Association for the Association's costs and expenses incurred in enforcing these covenants or in performing on behalf of any lot owner any duty of such lot owner hereunder which such owner fails to perform. Any such special assessment shall be due and payable immediately upon receipt of written notice of such assessment by the lot owner.

Within thirty (30) days after adoption by the Board of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of a summary thereof to all owners. Unless at that meeting the owners of a majority of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board. Whenever circumstances require an expenditure of capital assets—excluding annual earned interest—such expenditure shall require approval by a majority of votes cast by Association members in good standing. Such approval may be by written ballot or by proxy.

O. Collection of Assessments. All regular or special assessments, together with interest thereon and cost of collection thereof, as herein provided, shall be a charge on the land and will be a continuing lien upon the lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment fell due.

If any assessment is not paid within ninety (90) days after its due date, the assessment shall bear interest from said date at the rate of ten percent (10%) per annum. A ten dollar (\$10)

late fee shall also be charged. The Association reserves the right to collect delinquent assessments together with any interest due and costs of collection.

In the event any owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or this Declaration, for a period of thirty (30) days or more, said owner's rights to use common areas and improvements and to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent owner as may be provided in the Articles, Bylaws, or Declaration.

P. Notices. Any demand to be made upon, or any notice to be given to, the owner or owners of any lot or lots in the Subdivisions to which these covenants pertain, shall be in writing. Said demand or notice may be given to such owner or owners either by personal delivery of such demand or notice, or by sending the same by prepaid United States registered mail addressed to the record owner or owners of the lot or lots with respect to which the demand or notice relates, the same to be addressed to such owner or owners at the street address of the dwelling house or other structure situated upon the relevant lot or lots. Notice by certified registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty-eight (48) hours after the time of mailing, and the name and address of the person or persons to whom such demand or notice was mailed, shall be conclusive, but not the exclusive means of, proof of such fact.

Q. No Waiver; Severability. The various provisions of this document of restrictions are declared to create mutual, equitable covenants and servitudes for the benefit of the owner of each lot and parcel in these Subdivisions. Failure to enforce any of the provisions hereof in the event of violation, by any persons entitled to do so, shall not prohibit or stop enforcement thereafter, nor shall enforcement be prohibited or stopped by reference to a similar violation in connection with the same or some other property located in the Subdivisions. The invalidity or unenforceability of any provision of these covenants shall not affect the validity or enforceability of any of the remaining terms hereof.

R. Refining/Mining. No oil refining or mining operations shall be permitted upon or in any lot.

S. Compliance with Laws. Each lot owner shall at all times comply with all applicable laws and regulations in any way governing the construction, development, use, occupancy, ownership or maintenance of his lot.

T. Purpose of Covenants; Variance from Covenants. In the event that these covenants fail to anticipate land use that adversely impacts property values or views; or that a restriction established in these covenants is found to restrict a property owner in a manner that would not adversely affect other property owners, the Building Review Committee may either grant a variance to these covenants or increase its jurisdiction, as is necessary. Such an action by the Building Review Committee must have the consent of the Board by a two-thirds (2/3) majority.

In the event that a property owner takes exception to a ruling by the Building Review

Committee, a review by the Board within thirty (30) days of written petition by the property owner shall be required. Reversal of the ruling by the Building Review Committee requires a two-thirds (2/3) majority of the Board.

In the event that a property owner is still dissatisfied after review by the Board, the property owner may take the issue to the Association at large at the next annual meeting, where a two-thirds (2/3) vote of the attending membership in good standing may reverse the decision of the Board and the Building Review Committee.

Attachment: Addendum "A"

IN WITNESS WHEREOF, this Seventh Amended Declaration is approved as of the 12th day of April, 2015, by the President *pro tem* and Secretary of the Association, who hereby certify that the foregoing instrument was duly adopted by the owners of a majority of the lots in the Plats of Ocean Grove Estates, Ocean Grove No. 2, and Ocean Grove No. 3, at a duly called annual meeting of the Association called for this purpose and held on April 12, 2015.

OCEAN GROVE ASSOCIATION,
a Washington nonprofit corporation

By: ____/S/_____
Tom Lemmons, President

By: ____/S/_____
Eric Lucas, Secretary

ADDENDUM "A"

BUILDING PLAN FACT SHEET
Protective Covenants
Ocean Grove Association

The Building Plan Fact Sheet is for use of Ocean Grove lot owners in construction on property in accordance with the protective covenants covering Ocean Grove Estates and Ocean Grove No. 2 and No. 3 ("Subdivisions").

1. All building or building revisions in the Subdivisions must be approved by the Association's appointed Building Review Committee. All homes shall be site-built. The Building Review Committee has jurisdiction for quality assurance, to evaluate and determine that all dwellings shall receive quality workmanship and materials, to be substantially the same or better than that which can be produced for the minimum permitted dwelling size on the date this Sixth Amended Declaration is recorded. Submissions will be evaluated on current standards. In no event, however, will the Building Review Committee or the Board have any liability to any lot owner for any shortcoming in workmanship or materials in any construction carried out on any lot, regardless of such prior review and approval as may have been granted by the Building Review Committee. The Building Review Committee does not represent the County Building Department and the County may require stricter building criteria. Building proposals are typically submitted to the Building Review Committee for review, revisions and approval prior to submission to the County Building Department. Building proposals must be reduced into drawings of sufficient detail to the satisfaction of the Building Review Committee to enable them to evaluate the following:

a) Size, including height from ground.

(1) The ground floor area of the main structure, exclusive of one-story open porches, carports and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 600 square feet for the ground floor area of a multi-story dwelling.

(2) Height should not exceed 30 feet. Building height shall be measured as follows: Height of building is the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the height of the highest gable of a pitched or hipped roof. The reference datum shall be the elevation of the highest natural grade within a five-foot horizontal distance of the exterior wall of the building. Variances regarding heights of structures shall be considered based on view impact.

b) Materials/exterior treatment.

(1) Material used for exterior should be architecturally and aesthetically suitable to the surrounding area.

(2) Roofs shall not include bright, reflective materials, such as unpainted galvanized steel.

(3) All utilities will be underground with the exception of those lots bordering Cape George Road in Blocks 1 and 6, and in Ocean Grove 3.

c) Location on the lot.

(1) Set back from front line at least 20 feet.

(2) Set back from rear line at least 25 feet, except for detached garage which must be set back at least 5 feet from rear line.

(3) Set back from street on side of lot at least 10 feet. However, the County currently requires a 20 feet set back on side streets.

(4) Set back from sides of lot abutting other lots at least 5 feet.

(5) The total footprint (the area encompassed by the foundation, the garage, and any connecting breezeway or patio, if any) shall not exceed twenty-two percent (22%) of the area of the lot.

2. Building and landscaping plans should be submitted to the Building Review Committee, Ocean Grove Lot Owners Association, P.O. Box 519, Port Townsend, WA 98368.

3. Builder must obtain permits for building from appropriate county office.

4. Where a community system is not available, all sewage disposal shall be by means of septic tanks and tile disposal fields, in accordance with the regulations of the Jefferson County Department of Public Health.

5. Building plans should be approved or disapproved within 30 days after they are submitted to the Building Review Committee.

6. The Building Review Committee may approve, upon written request, the on-site use of travel trailer or motorhome as temporary residence during actual construction phase.

7. Landscaping should be designed to maintain the existing mountain and water views of other homeowners and lots that may be affected.

