

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR:

HOME
August 2018

THIS DOCUMENT amends, restates, supersedes and replaces the Declaration of Protective Covenants, Conditions, Restrictions and Easements for: Home, recorded under Clallam County Rec. No. 2008-1216196 and Amendment recorded under Clallam County Rec. No. 2008-1221216.

WITNESSETH:

WHEREAS, the purpose of this Declaration is to enhance the value of the Property by submitting the Property to certain easements, rights, restrictions, and obligations for the benefit of Declarant and all future owners or occupants of the property;

WHEREAS, The Property Owners intend that all persons and entities acquiring an interest in the Property shall enjoy the benefits of and be subject to the rights, easements, privileges and restrictions established by this Declaration;

NOW, THEREFORE, the Property is held subject to the following covenants, conditions, restrictions, uses, limitations and obligations, which shall run with the land and shall be a burden and benefit to current owners, their successors and assigns, and any and all persons acquiring or owning an interest in any portion of the property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

DEFINITIONS

For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

Association shall mean the homeowners association established by the Articles of Incorporation of Home.

Board shall mean the Board of Directors of the Associations.

Committee shall mean the Architectural Control Committee.

Common Areas shall mean all parts of Home not identified on the Plat as a residential lot.

Declaration shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements for Home, as it may from time to time be amended.

Lot shall mean the individual lots as shown on the plat of Home – Phase A recorded under Clallam County Recording No. 2008-1216195, and Home – Phase B to be developed and recorded at a future date, legally described in Article II below.

Member shall mean each Owner entitled to membership in the Association pursuant to the provisions of Article III.

Mortgagee shall mean the holder, insurer or guarantor of an encumbrance on a Lot created by a mortgage and shall also mean the vendor of a real estate contract for the sale of a Lot.

Open Space shall mean those Common Areas identified as pathways and parks on the recorded Plat.

Owner for purposes of membership in the Association shall be any person or entity who is record owner of a fee or undivided fee interest or purchaser under contract of any presently existing or subsequently divided lot or parcel referred to above. Said membership is not intended to include persons holding an interest merely as security for the performance of an obligation. There shall be one unit of membership (and one vote) for each lot or parcel owned.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The property that is subject to this Declaration is legally described as Parcels A and B of Ganesh Lakshmi Boundary Line Adjustment Survey, Recorded November 9, 2007 in Volume 64 of Surveys, Page 92, under Clallam County Recording No. 2007 1211947, being a boundary line adjustment of Lot A, Phase II and Lot A, Phase III, of Greentrust Short Plat, recorded in Volume 30 of Short Plats, Page 59, all in Section 30, Township 30 North, Range 3 West, W.M., Clallam County, Washington.

ARTICLE III

THE ASSOCIATION

There has been created an association of lot owners for the purpose of operating the Development. The association is formally known as Home Property Owners Association, and it shall fulfill its functions according to the following provisions:

3.1 Membership

Each Owner of a Lot is a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

3.2 Voting Rights

The Association shall act upon majority votes of the membership. There shall be one vote for each lot exercised by the owner of that lot. Each Owner of one or more Lots shall be entitled to one vote per Lot owned. When more than one person or entity shares ownership of a Lot, the vote shall be exercised as they determine among themselves.

3.3 Proxy Voting

All Owners may vote in person or by proxy. Proxies shall be in writing, signed by the Owner, and filed with the Board of Directors. The last Owner of Record shall be entitled to vote until the Board of Directors has received actual written notice of a conveyance of a lot to a new Owner.

3.4 Suspension of Voting Rights

The right of any Member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association. Such rights

may also be suspended, after written notice from the Association, for a period not to exceed sixty (60) days for any infraction of any rules or regulations published by the Association.

3.5 Powers

The Association shall be the “Governing Body” for all the Owners for the maintenance, repair, replacement, administration, and operation of Home, as provided in this Declaration and the Association Articles and Bylaws. The Association shall hold and apply all funds received by it for the Owners in accordance with the provisions of this Declaration and the Bylaws.

3.6 Board of Directors

The Board of Directors (Board) shall be the “Governing Body” of the Association. The Board shall consist of not less than two (2) members. The initial Board of Directors shall be the individuals named in the Articles of Incorporation of the Association. In the event of any dispute or any question of interpretation or application of the provisions of this Declaration and the Bylaws, the determination thereof by the Board of Directors shall be final and binding on all lot Owners.

3.7 ~~Removed~~ (Transition Date)

(Section removed as obsolete)

3.8 ~~Removed~~ (Declarant’s Power until Transition Date)

(Section removed as obsolete)

3.9 ~~Removed~~ (Transfer of Administration)

(Section removed as obsolete)

3.10 Bylaws

The Board of Directors of the Association has adopted the initial Bylaws for the governing of the affairs of the Association, the holding of meetings thereof, and the operation, administration, use and enjoyment of the Property, and the composition and duties of the Board of Directors. The Bylaws may be amended by the Board of Directors.

ARTICLE IV

DUTIES OF THE ASSOCIATION

4.1 Common Areas and Open Space

4.1.1 The Association shall maintain all Common Areas.

4.1.2 The Association may enhance and shall maintain the landscaping in the Common Areas and along the frontage of all roadways as shown for improvement on the final plat as approved by the City of Sequim.

4.1.3 The Association may provide additional or alternate recreational uses in all active open spaces.

4.1.4 The Association shall ensure that no obstruction is allowed to interfere with the use, maintenance and operation of the Common Areas.

4.2 Easements

The Association may construct, repair and maintain common access, emergency vehicle access, and/or utilities over, under and across the easements located within Home.

4.3 Assessments

4.3.1 The Association shall establish annual assessments against lots in Home for payment of the costs of performing the duties established in this Declaration. Unless otherwise provided by the Association, all assessments shall be allocated on a pro rata basis per lot.

4.3.2 The Association may impose and collect special assessments as it deems necessary.

4.4 Rules

The Association may adopt reasonable rules and regulations governing use of the Common Areas and easements.

4.5 Enforcement

The Association may enforce the provisions of this Declaration, the Articles or Bylaws of the Association and any rules that may be adopted.

4.6 Insurance

The Association shall obtain and maintain Director's and Officer's Liability, and General Liability insurance coverage at a minimum, and may obtain additional coverage as it deems advisable.

4.7 Employment

The Association may employ persons or entities as it deems advisable to further Association business.

4.8 Legal Action

The Association may initiate or defend all forms of lawsuits or other proceedings as may be necessary to advance or protect the interests of the Association. The Association may pay reasonable attorney's fees and costs for such activities. In the event of a lawsuit or other proceeding, the prevailing party shall be entitled to reasonable legal fees and court costs.

4.9 Purchase

The Association may purchase personal property or services that are necessary or incidental to the administration of Home or to any other function allocated to the Association.

4.10 Conveyance

The Association may convey easements across the Common Areas.

ARTICLE V

ASSESSMENTS

5.1 Authority

As identified in Section 4.3 above, the Association shall establish annual assessments against lots in Home for payment of the costs of performing the duties established in this Declaration. Unless otherwise provided by the Association, all assessments shall be allocated on a pro rata basis per lot. The association may impose and collect special assessments as it deems necessary.

5.2 Annual Assessment

The Association shall annually prepare and adopt a budget. The Association shall also prepare a statement of anticipated needs each year that includes a reserve fund for unexpected expenses. The amount of the annual assessment shall be based upon an analysis of the expenditures of the previous year and of the projected expenses during the budget year.

5.3 Special Assessment

If an Owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may take remedial action upon thirty (30) days advance written notice to the Owner. The Association may levy a special assessment against the Lot for the cost of the remedial action. The Association may also levy other special assessments. In regard to a violation of a homeowner, including legal fees and court costs, the Association may also charge an Owner a special assessment for any damages done by that Owner or any agent of that Owner to any roadways or any common areas of the Association.

5.4 Assessment Bills

5.4.1 The combined assessment invoice shall cover a calendar year, or as hereafter set by the Board from time to time. A notice shall be mailed by the 1st week of January with the full balance due by January 31 or as otherwise set by the Board. Assessments more than fifteen (15) days late shall be delinquent. Delinquent balances will bear interest at the rate of 12% per year.

5.4.2 Delinquent balances shall be a continuing lien on the Lot. They shall also be the personal obligation of the Owner of the Lot. The lien may be enforced and foreclosed in the same manner that liens are foreclosed in Washington pursuant to RCW 60.04. If the assessment is more than 60 days delinquent, then the Association may record with the county auditor a notice of lien for the assessment amount. Each Owner, by acceptance of a deed for any Lot, shall be deemed to give full and complete power of sale to the Association and to consent to a

foreclosure of the lien. Additionally, the Association may initiate legal action against the Owner personally. In such instance the prevailing party shall be entitled to actual legal fees and court costs.

5.4.3 Assessments against lots in phase A of Home shall commence and take effect on February 15, 2009. Assessments against lots in Phase B of Home shall commence and take effect 365 days subsequent to the commencement of the physical construction of roads, sewers and utility lines on Phase B of Home.

5.5 Subordination of Lien to First Mortgages

All liens of assessment shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the assessment lien as to installments that become due prior to the effective date of the sale or transfer or acquisition by the mortgagee. No assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to the acquiring mortgagee. If an assessment is extinguished, the entire amount of the unpaid assessment shall be reallocated and assessed against the Owners of all other Lots. No sale, transfer or acquisition shall relieve an Owner from personal liability for any assessments that accrued before the conveyance.

5.6 Exempt Property

All property within Home dedicated to and accepted by a local public authority and devoted to public use shall be exempt from assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1 Architectural Control Responsibilities

The Board of Directors shall serve as the Architectural Control Committee (Committee) for the Association. The Committee shall act upon majority vote. All construction related plans shall be submitted to the Committee for its review and written approval before any work may begin on any property in Home. The Committee shall ensure that the proposed work is in compliance with the adopted rules, covenants, regulations, requirements, restrictions and policies of the Association, before granting approval for the work to begin.

6.2 Application Checklist

The following items should be submitted to the Committee to initiate a construction review process:

1. Cover letter describing the attached documents.
2. A legal description of the Lot.
3. A copy of the "Exhibits Page(s)" or "Subject To:" summary pages from the title search report and/or copies of the actual recording against the property.
4. A site plan to scale that includes:
 - a. The proposed location of the structures on the site, including decks.
 - b. All setbacks, easements (including general, utility, special ingress/egress road easements), and construction setbacks with actual dimensions.
 - c. Specific landscape details.
 - d. The exact location of the interface of the driveway with the road and the location of off-road parking areas.
 - e. The location of the planned water, sewer, telephone, and power line connection points.
 - f. Location and details of any fencing.
 - g. Detailed building plans and specifications showing size, roof material, finish and elevations that clearly show footings for the structure. The plans should include a calculation of the building height.

6.3 Standard of Review

The Committee may establish detailed standards and procedures governing its areas of responsibility and practice. In addition, the following shall apply: The plans and specifications shall be reviewed as to quality of workmanship, design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence or to paint the interior of his or her residence any color desired.

6.4 Procedure

The Committee shall approve or disapprove plans within fourteen (14) days after it receives the plans from Owner. Provided that the application and supporting information is complete according to Committee standards, if the Committee fails to act to disapprove within 14 days, the submitted plans shall be deemed approved. An Owner may appeal any plan disapproval by providing the Committee with a written notice of appeal within ten (10) days of the Committee's rejections. The Association shall hold an appeal hearing within thirty (30) days of the receipt of the Owner's notice of appeal.

6.5 Approval Duration

Plan approval shall be effective for 12 months. If construction does not start within 12 months, the plans must be resubmitted to the Committee before construction may begin.

6.6 Building Permit

The Owner is responsible for obtaining a City of Sequim building permit. A copy of this permit must be submitted to the Association prior to the start of construction.

6.7 Construction Period

Exterior work on any building shall be completed within nine months from the start of construction. Construction work on all buildings and structures shall be pursued diligently and continuously from commencement of construction until the building exteriors are completed.

6.8 Changes During the Construction Period

The Owner is to contact the Association if the plans or specifications are revised in any manner after initial approval. Revisions must be approved by the Committee.

6.9 Project Monitoring

During the construction process, the Committee may periodically conduct on-site inspections to assure continuing compliance with the plans.

6.10 Removal and Abatement

The Committee shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred by the Committee shall be levied as a special lot maintenance assessment.

6.11 Variances

Reasonable variances to the covenants, conditions and restrictions may be granted by the Association after review, in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may be granted only if it is not detrimental to other property and shall not defeat the purpose of this Declaration. Any variance granted shall not be deemed in any way to be a waiver of any of the Committee's authority herein.

6.12 Project Completion

A final inspection by the Committee may be requested when the Owner believes all significant work is completed as planned. A member of the Committee will visit the site and request a copy of the completed building permit signed by the City inspectors.

ARTICLE VII

CONDITIONS AND RESTRICTIONS

7.1 Dwelling Unit

No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and an attached garage. The size of any building or structure shall be subject to the review of the Committee. The Committee may establish size requirements. The minimum size of the dwelling unit on all lots is 1,400 square feet.

7.2 Mobile and Manufactured Homes

Mobile, modular and manufactured homes are not permitted in Home.

7.3 Vehicle Storage Structures

Carports are not allowed in Home.

7.4 Parking

7.4.1 No vehicles may be parked on unimproved surfaces or Common Areas.

7.4.2 The Committee shall ensure that all off-street parking surfaces are aesthetically pleasing as to size and composition. Off-street parking spaces shall be constructed of a fixed durable surface, e.g. pavement, concrete, brick, stone etc. Each off-street parking space shall measure at least 10 feet by 20 feet.

7.4.3 Each lot must have four (4) spaces available for temporary parking. Garage parking spaces may be included in calculating the number of temporary spaces. Interior garage space must maintain a 20-foot by 20-foot clear space to be considered as two parking spaces.

7.4.4 No Recreational Vehicle may be parked outside of a structure on a lot for more than 168 hours (7 days) in any 30-day period.

7.5 Radio and TV Antenna

No radio or television antenna shall be allowed. No satellite dishes larger than 24 inches in diameter shall be allowed.

7.6 Outdoor & High Intensity Lights

No outdoor mercury-vapor, sodium or other similar high intensity “cobra style” lights are permitted on the structure or located in any way to be a nuisance to the surrounding neighbors. Front yard lighting shall be pedestrian oriented. Yard lights shall not exceed seven (7) feet in height as measured from the driveway entrance.

7.7 Outbuildings and Other Structures

Outbuildings with a footprint over 125 square feet or over 9 feet high shall have an external style, color and appearance that match the house on the lot.

Outbuildings that are 125 square feet or less and not over 9 feet high shall have an external style, color and appearance compatible with that of the house. Plans for the outbuildings shall be submitted to the Architectural Committee for approval. The exterior shall be painted or finished the same or similar color as the house.

7.8 Fences, Walls and Hedges

All perimeter fencing shall be uniform in design.

No fencing, boundary wall, or hedge shall be more than six (6) feet in height. The height or elevation of any wall, fence or hedge shall be measured from the existing elevations on the property at or along the applicable point or lines. Any question as to height shall be resolved by the Committee.

Fences are to be compatible with the Home environment, suited to a specific use and the site terrain, designed and constructed to minimize offensiveness and obstruction of views, and not enclose more than one-third of a lot.

7.9 Temporary Living Quarters

No person may occupy any temporary living quarters in Home. Occupancy of a new house occurs only after the final City inspections.

7.10 Fire Hydrant

There shall be a three- (3) foot clearance around all fire hydrants.

7.11 Fire Lanes

The streets within Home are fire lanes. No obstruction shall be allowed to interfere with the ability of emergency response vehicles and personnel to use the streets for emergency purposes.

7.12 Standards

All uses of the Lots shall, as a minimum, comply with the Sequim Municipal Code. The standards in this Declaration are requirements in addition to the City's rules.

7.13 Building Design

7.13.1 The minimum size of interior floor space of all dwelling units shall be 1,400 square feet. The maximum height for any structure shall be 26 feet from the highest finished grade to the peak of the building.

7.13.2 Structures erected or placed on any Lot must be in harmony with the residence in respect to workmanship, materials and external design. Maintenance free siding is prohibited but Hardiboard and similar fiber cement siding is allowable.

7.13.3 All plans for any dwelling unit, garage, or other structure or fence, including exterior building materials and exterior colors, must be reviewed by the Committee and receive the Committee's approval before construction begins. The Committee may withhold its approval for any plan that does not comply with this Declaration.

7.13.4 Roofs on all buildings or outbuildings shall be constructed of materials approved by the Architectural Control Committee. Three-tab composition roofs are prohibited.

7.14 Construction Restrictions

7.14.1 Lot Clearing. No lot clearing, grading or construction activities are to be commenced prior to a receipt of written approval from the Committee. No site excavation is to be started before a copy of the building permit has been delivered to the Committee.

7.14.2 Utility Lines. All permanent utility lines from hook-up point to buildings on the property are required to be underground. The planned interconnection point to these utility lines is to be shown on the site plan submitted for approval.

7.14.3 Driveways. Driveways shall be constructed of concrete. Driveways that are shared by two or more parcels are allowed. Driveway curb cuts shall have a minimum width of 12 feet and a maximum width of 24 feet. All driveways shall be constructed to abut the pathway that is located within a greenbelt. A pathway may not be cut. Each Owner shall insure the integrity of the pathway where it is adjacent to that Owner's driveway.

7.14.4 Roofs. All roofs must have a minimum pitch of 5/12 for a one-story dwelling or a 4/12 for a two-story dwelling.

7.15 General Conditions

7.15.1 Setbacks. The Committee shall ensure that the setback requirements for each lot shall conform to the City of Sequim's "Approved Final Plat".

7.15.2 Nuisance. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7.15.3 Garbage. All trash and waste shall be kept in sanitary containers and located on the lots so as not to be visible from the common roadways, except on garbage pickup day.

7.15.4 Commerce. No business or commercial activity shall be permitted without the specific written approval of the Association. Approval shall not be unreasonably withheld.

7.15.5 Critters. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that domestic household pets are allowed. Owners are responsible for ensuring that neither they nor their pets become a nuisance to neighbors residing in Home.

7.15.6 Signs. No signs may be placed in Home except as follows:

7.15.6.1 The Developer may locate and place signs advertising Lots for sale on lots and in the common areas; and,

7.15.6.2 An Owner, or an agent of the Owner, may place one sign on Owner's lot advertising that Lot for sale. The sign shall be no larger than two feet by three feet (2' x 3').

7.15.6.3 The Developer shall submit plans for placement of signs advertising Lots for sale to the Architectural Committee for approval. Plans shall include details on the size, design, location, and placement of the sign.

7.15.7 Propane Tanks. Propane tanks shall be located in the side or back yard so as not to be an eyesore to other houses, and shall be maintained by and solely the responsibility of the Owner.

7.15.8 Short Term and Partial Home Rentals. No short term or partial home rentals are permitted in Home except for medical need. Short term rentals are defined as rentals with terms of less than 365 days. Partial home rentals are defined as rentals of less than the entire property.

7.15.9 Long Term Rentals. New homes in Home Estates must be occupied by the owner for the first year after construction. No more than 10% of the homes in Home Estates may be used for long term rentals. Requests for exceptions to the rules on rentals may be submitted to the Board for consideration.

7.15.10 Solar Panels. Solar panels may be installed on homes in Home Estates as long as the installation complies in full with Washington State RCW 64.30.055.

7.15.10.1 Owners or residents who install solar energy panels must indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel.

7.15.10.2 Plans for installation of a solar energy panel must be submitted to the Architectural Committee for approval.

7.15.11 Flag Poles. Flag poles may be installed for flying the United States flag. No other flags are permitted. Flag poles must not exceed 20 feet in height. Flagpole hardware, including but not limited to ropes, cleats, brackets, pulleys, winches, counterweights, and other hardware, must be well maintained and not produce excessive noise, including during windy conditions. The flagpole and its surrounding landscaping must be well maintained. Lighting for nighttime display of the US flag must not interfere with neighbor's enjoyment of their property nor cause a nuisance through excessive brightness or misdirection. US flags must be of an appropriate and proportionate size, not to exceed 4 x 6 feet. Plans for installation of a flagpole must be submitted to the Architectural Committee for approval.

7.16 Construction Responsibilities

7.16.1 Permits. The Owner is responsible for all building permits, sewer hook-up permits and other utility arrangements, including the pre-excavation location of underground utilities. Building code compliance and site safety are the responsibility of the Owner.

7.16.2 Street Edges. Edges of street pavement where vehicles enter and exit during site construction must be protected from breakage. If the pavement edge is broken or damaged, it is the Owner's responsibility to repair the damage according to the Association's satisfaction.

7.16.3 Irrigation System Protection & Repair. In instances where an irrigation system is installed in a greenbelt pathway: The construction of driveways across a pathway will impact the irrigation system and may displace sprinkler heads and drip lines. Each Owner shall protect that portion of the irrigation lines over which their driveways are to be located by using an

appropriate sleeve. After the irrigation lines have been sleeved and the driveway completed, each Owner shall repair the irrigation system in front of their Lot so as to insure complete irrigation coverage and water delivery to the landscaping and lawn within the greenbelt pathway.

7.16.4 Debris. Debris should be disposed of in stages so that large piles do not accumulate. Plastic materials, such as package wrappers, lunch and beverage containers should be placed in containers and not be allowed to spread over the lot or adjacent area. Debris and materials that result from erosion during construction must be kept off the roads and out of roadway drainage ditches.

7.16.5 Storage. The unloading and temporary storage of building and landscaping materials on roadways during construction is prohibited unless it is physically impossible to store them on the Owner's property. In this case, written permission must be obtained from the Committee during new house construction. Permission may be granted for a period not exceeding 24 hours at a time. However, proper safety precautions must be taken when using a roadway for such purposes. A construction trailer for weather protection and the storage of tools and equipment may be parked on the lot during the construction period. It is to be removed as soon as the work is completed. Storage of building and landscaping materials on lots prior to construction is prohibited.

7.16.6 Miscellaneous.

7.16.6.1 A temporary toilet is normally required as part of a construction project. In consideration of the other residents, the Owner and contractor shall locate this toilet, to the extent possible, out of sight of neighbors and persons using roads.

7.16.6.2 Each property owner is responsible for the actions and practices employed by contractors and suppliers that are detrimental to the rights of the contiguous property owners. It is the Owner's responsibility to inform, manage and monitor the contractor's practices so as to ensure compliance with this Declaration.

ARTICLE VIII

OWNERS' DUTIES

8.1 Minimum Landscape Plan

Owners are responsible for the installation and maintenance of landscaping. Owners must submit a landscape plan to the Committee and receive the Committee's approval of the plan before landscaping work may begin. This plan must include a provision of an automatic irrigation system to maintain the lawn and shrubbery.

The Committee may withhold approval of a landscape plan that is not in compliance with this Declaration or is not aesthetically pleasing. Owners shall submit the landscape plan to the Committee no less than 30 days prior to the issuance of a Certificate of Occupancy. All landscape work must be completed within one year after the issuance of a building permit for construction of the residential unit. The Owner is responsible to maintain the landscaping. If an Owner fails to implement a landscaping plan, or to maintain an approved plan, the Association reserves the right to complete such work and levy an Individual Lot Maintenance Assessment against the Lot for the costs incurred by the Association.

8.2 Mailboxes

Mailboxes will be placed in a designated common structure, as per postal requirements. Individual yard mailboxes are prohibited.

8.3 House Numbers

Each house shall have an address number visible from the street.

8.4 Maintenance and Repair

Each Owner shall maintain and repair all aspects of the Lot and the improvements on the Lot. This duty of maintenance and repair includes, but is not limited to, pre-construction weed and grass control. Painting and reconstruction shall be done with the original colors and materials or as approved by the Committee.

8.5 Precedence of Protective Covenants & Restrictions

This Declaration of Protective Covenants and Restrictions takes precedence over the City's restrictions of a like nature if the Declaration's requirements are more restrictive.

ARTICLE IX

AMENDMENTS TO DECLARATION

Any Owner may propose amendments to this Declaration. Proposed amendments shall be submitted to the Association for consideration. Notice of the meeting at which an amendment is to be considered shall be given to all Owners. The notice shall include the text of the proposed amendment. Amendments may be adopted by the Association upon a 2/3 majority vote. An adopted amendment shall become effective when it has been recorded with the Clallam County Auditor.

ARTICLE X

COMMON MAINTENANCE

10.1 Roads and Sidewalks

The Association, exclusively, shall be responsible for repair, maintenance and general upkeep of the roads and sidewalks. This shall include, but not be limited to, resurfacing, development and enforcement of construction and improvements standards, and snow removal.

10.2 Common Irrigation/Storm Water Management Facilities

The Association, exclusively, shall be responsible for all repair and maintenance of irrigation/storm water management facilities within the rights-of-way, easements and common areas. This shall include, but not be limited to, annual inspection, cleaning, and repair of all facilities.

10.3 Private Irrigation/Storm Water Management Facilities

Individual parcel owners shall construct storm water management facilities in accordance with approved Subdivision Plans, Specifications and Drainage Report, or a City approved equivalent. The parcel owner shall be exclusively responsible for all repair and maintenance of those facilities. This shall include, but not be limited to, annual inspection, cleaning, and repair of the facilities.

ARTICLE XI

BINDING EFFECT

This Declaration, the conditions, restrictions and easements contained herein shall be for the benefit of and appurtenant to and run with the land described in the Final Plat of Home as recorded in Volume 15 of Plats, Page 41, under Auditor's File Number 2008-1216195 records of Clallam County, Washington, as it now exists or is hereafter divided.