

of Wm. K. De Deved
RECORDED IN RECORDS CLALLAM CO.

Amended

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
RECORD
OF
BLUE RIBBON FARMS SUBDIVISION
DIVISIONS 1 & 2**

VOL. 1032 PAGE 258
FOR CLERK, AUDITOR
CLALLAM COUNTY, WASH.
BY AB DEPUTY

BLUE RIBBON FARMS PROPERTY OWNERS ASSOCIATION, a non-profit Washington Corporation having assumed the rights, duties and obligations of the original Declarant, BLUE RIBBON FARMS INC. as prescribed in paragraph 8 - "Successor to Declarant" of the original declaration recorded on June 16, 1981 in volume 604, page 441, under Clallam County Auditors file number 520937 and transferred in the "Notice of Election of Blue Ribbon Farms, Inc." and dated November 10, 1990, does hereby revise, reestablish, confirm and impress the covenants, conditions and restrictions pertaining to Divisions 1 and 2 of the Blue Ribbon Farms Subdivision. The prior covenants identified above are hereby replaced in their entirety.

All lots in Divisions 1 and 2 are and shall be held, transferred, sold, conveyed and occupied subject to these covenants, conditions and restrictions including without limitation reservations and easements as hereinafter set forth, all of which shall run with the land and be binding upon all of the present and future owners of said real property and all persons claiming by, through or under them including without limitation any purchasers, grantees, transferees, heirs, devisees, administrators, executors, successors or assigns, as herein after set forth.

BLUE RIBBON FARMS PROPERTY OWNERS ASSOCIATION was incorporated under provisions of Chapter 24.03, Revised Code of Washington on November 13, 1990. Membership in the Association shall be required of all property owners. Only one membership shall be granted for each owner regardless of the number of lots owned. Voting rights in the Association, however, shall be based on the number of lots owned with one vote granted for each and every lot owned.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean Blue Ribbon Farms Property Owners Association, a Washington corporation organized pursuant to the Washington Non-Profit Corporation Act (RCW 24.03) on November 13, 1990.

Box 2070

Section 2. "Subdivision" shall mean Divisions 1 and 2 of Blue Ribbon Farms Subdivision as plated and recorded in Volume 6 of surveys, page 111, records of Clallam County, State of Washington, and all subsequent revisions thereof

Section 3. "Lot" shall mean any tract, parcel or plot of land in Blue Ribbon Farms Subdivision, Divisions 1 and 2 as plated and recorded in Volume 6 of surveys, page 111, records of Clallam County, state of Washington, and all subsequent revisions thereof.

Section 4. "Owner" shall mean and refer to the record owner whether one or more persons or entities, or the fee simple title to any lot which is a part of the subdivision, including contract vendees and contract purchasers whose voting rights and privileges shall be limited as set forth in this Declaration and the Articles of Incorporation, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the owners of property in Divisions 1 and 2 of the Subdivision.

Section 6. "Assessments" shall mean charges levied by the Association on an annual or as needed basis against each and every lot irrespective of size or multiple ownership, to be used to pay the administrative costs and expenses of the Association, and the cost of liability insurance, capital improvements, and maintenance on property owned by the Association and other purposes as determined by the Association's Board of Directors.

Section 7. "Airstrip" shall mean the aircraft take off and landing area located on Parcel 39, Division 2 of the Blue Ribbon Farms Subdivision and owned, operated and maintained by the Blue Ribbon Farms Property Owners Association.

ARTICLE II. BUILDING CONSTRUCTION REQUIREMENTS

Section 1. Type of Construction Limitation: All dwellings, garages and aircraft hangars shall be constructed by built in place methods including but not limited to stick built, pre-cut and modular homes and shall be in full compliance with all county building and zoning codes. House trailers and mobile homes shall not be permitted as permanent residences regardless of size or placement on permanent foundations.

Section 2. Type of Residence and Property Uses Limitations: All residences shall be single family and in full compliance with all state and county zoning ordinances and building codes.

Section 3. Residence Size: No single family residence shall be constructed that is less than 1250 square feet of living space in size, not including attached garages, aircraft hangars or other structures.

Section 4. Residential Architectural Limitations: There shall be no specific architectural building restrictions other than those imposed by County and State zoning and building codes and any other applicable laws, except in order to preserve the natural beauty of the landscape, and the rural character of the area and promote visual harmony in building form and color, owners/builders are required to use non-reflective, subdued natural colors.

Section 5. Construction Completion Limitations: The construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction, until exteriors of such buildings are completed and painted or otherwise suitably finished. Except that under extraordinary circumstances the Board of Directors may approve extensions.

Section 6. Underground Utilities: All outside wiring shall be underground or in conduit at all points adjacent to a building or wall and all other utilities shall be entirely underground.

Section 7. Aircraft Hangars: The use of construction materials commonly used in residential construction is encouraged as are non-reflective earth-tone colors for siding, trim and roofing.

Section 8. Notification to New Owners/Builders: It shall be the responsibility of the Board of Directors to provide a copy of Covenant Restrictions to new owners and/or builders whenever property is sold in the subdivision.

ARTICLE III. AIRSTRIP

Section 1. Restrictive Easement: Divisions 1 and 2 of the subdivision shall be burdened with a restrictive easement and servitude in favor of air traffic which originates or lands at the airstrip on parcel 39 of Blue Ribbon Farms subdivision. This restriction and servitude includes the right of aircraft, in full compliance with the F.A.A. regulations Part 91:127 & 91:155, to use airspace over all property within the subdivision and constitutes a waiver by each lot owner, its successors and assignees of any and all claims for damages which may be caused by the use or existence of the landing facilities, including damages claimed by reason of noise or inverse condemnation. This restriction and servitude does not include any waiver with respect to damages sustained by any lot owner on the account of the collision of any aircraft on property within the subdivision.

Section 2. Use of Airstrip Facilities:

(a) Each lot owner within Divisions 1 and 2 of the sub-division is granted the non-exclusive right to use Parcel 39 as an aircraft landing facility and as storage for aircraft which is owned by the lot owner, provided such use may be regulated by reasonable rules and regulations promulgated by the Board of Directors in order to accommodate the interest of the subdivision. House guests of property owners may also use the airstrip facilities.

- (b) All flight operations from and to the airstrip will be conducted under F.A.A. rules and regulations.
- (c) The airstrip shall be a day use facility.
- (d) The use of the airstrip for commercial purposes is not permitted.
- (e) Vehicles, bicycles and livestock are not permitted on the airstrip, except vehicles used for maintenance purposes.
- (f) If the airstrip is used by pedestrians or their pets, they do so at their own risk, and they shall yield to aircraft at all times.

Section 3. Maintenance of Aircraft Landing Facility.

- (a) Each lot owner within Division 1 and Division 2 of the subdivision shall bear the proportionate expense incurred by the Board of Directors for the procurement of liability insurance to insure the Association.
- (b) Major maintenance and capital improvements, up to \$100, may be approved by the Board of Directors. Expenditures in excess of \$100 shall require the approval of a majority of the lot owners.
- (c) Minor maintenance shall be accomplished by those lot owners using the airstrip.

Section 4. Aircraft Hangars. The use of construction materials commonly used in residential construction is encouraged as are non-reflective earth tone colors for siding, trim and roofing. Hangars shall be fully enclosed including doors.

Section 5. Airport Committee.

- (a) The airport committee shall consist of aircraft owners actively using the airstrip and a minimum of one non-flying lot owner.
- (b) The committee shall submit to the Board of Directors any safety, or maintenance problems.
- (c) The committee shall advise pilots of any infraction of rules for flight safety and operations.

Section 6. Aircraft Flight Rules.

- (a) All flights operating from and to the airstrip shall be conducted under F.A.A. regulations Part 91:- General Operating & Flight Rules, Subpart A.- General & Subpart B.- Flight Rules.
- (b) A standard left hand flight pattern shall be used.
- (c) All complaints of flight violations should be filed by the person or persons involved to the local F.A.A. office.

ARTICLE IV. ROADS - PRIVATE AND PUBLIC

Section 1. Improvement and Maintenance: The Association's Board of Directors shall provide for the improvement and maintenance of those private roads delineated on the original survey of Blue Ribbon Farms Division 2 as "general easement", namely Maynard and Tyler View roads. The cost of improving and maintaining these roads shall be shared equally by the owners of all those lots which border these roads and all those lots which have access to a public road over these roads. Improvements and maintenance shall be authorized only with the written approval of the owners of the majority of those lots served by these roads. When such majority approval is given, all owners of lots served by these roads shall be obligated to pay their proportionate share based on the number of lots owned, irrespective of length of road frontage or lot size. Failure to pay such road assessments shall result in forfeiture of the right to use these roads.

Section 2. Private Road Use: Private roads, including driveways, within the subdivision may be closed to unauthorized public and commercial use when properly and adequately signed. Such signing shall conform with Clallam County standards when applicable and shall require the approval of the Association's Board of Directors.

Section 3. Speed Limits: Private roads within the Subdivision shall have a maximum speed limit of 20 miles per hour. If conditions warrant, a lesser speed limit may be authorized by the Board of Directors.

Section 4. Parking of Vehicles and Trailers: Use of private roads in the subdivision for parking is not permitted.

ARTICLE V. MISCELLANEOUS RESTRICTIONS

Section 1. Vegetation Control: In order to minimize the possibility of grass fires in the open areas of the subdivision and to control the spread of noxious weeds, the mowing of entire lots may be required by the Board of Directors. Failure to comply with a written request from the Board for such action within a specified period of time may result in the billing of the individual lot owners to pay for vegetation control on their property. The Board of Directors shall have the authority to grant exceptions to this policy for wildlife habitat enhancement and other justifiable purposes.

Section 2. Signs: Signs may be used by property owners or their agents for any reasonable purpose as determined by the Board of Directors, subject to the following restrictions:

- (a) Signs shall be displayed only on the owner's property.
- (b) Signs shall be limited in size to five (5) square feet.

(c) The number of signs shall be limited to one sign per lot, except as approved by the Board of Directors.

(d) Signs shall be adequately maintained and promptly removed when they no longer serve their intended purpose.

Section 3. Off Road Vehicles: Use of motor vehicles for off-road travel on undeveloped lots is prohibited, unless authorized by the lot owner(s).

Section 4. Recreational Vehicles: Recreational vehicles may be parked in the subdivision subject to zoning code building setback requirements and used for the following purposes:

(a) For temporary housing during the construction, repair or remodeling of a residence.

(b) For temporary housing of house guest.

(c) The parking and use of recreational vehicles shall not adversely effect neighboring property owners.

Section 5. Litter Prevention and Cleanup: All property owners, and during construction activities all builders, shall endeavor to prevent wind caused littering, and should such littering occur, shall promptly clean up any litter they may be responsible for. The cleanup of roadside litter of unknown origin along public and private roads within the Subdivision shall be the responsibility of property owners for those sections of roads fronting on their property.

Section 6. Home Business Enterprises: The home enterprise shall be carried on entirely within the lot owners residential type structures.

(a) The operator of the home enterprise shall live in the residential structure as his primary residence.

(b) The home enterprise shall operated in a manner which gives no outward appearances of a business.

(c) The home enterprise shall not increase vehicular traffic beyond that which is normal for residential use or require parking on private roads except those used exclusively by the owner of the enterprise.

Section 7. Irrigation Ditch: The Dungeness Ditch Company's irrigation ditch which runs through Division 2 shall be supported by the Association.

ARTICLE VI. OPERATIONAL AND ADMINISTRATIVE RULES, POLICIES AND PROCEDURES

Section 1. Duration: The covenants, conditions and restrictions herein set forth shall continue in full force and effect from the date of their filing until the first

day of January, 2000 A.D. after which time they shall be automatically extended for successive periods of ten (10) years each respectively.

Section 2. Amendments:

- (a) A voting right for the purpose of amending this Declaration shall be determined by lot ownership in Division 1 and 2 of the Subdivision. One vote shall be granted for each lot owned regardless of the size of the lot. Owners of more than one lot shall have one vote for each lot owned. Voting rights of lot owners shall be suspended for any period during which any assessment remains unpaid.
- (b) This Declaration may be amended at any annual meeting with lot owners voting in person, or by proxy, or by a vote by mail procedure if deemed by the Board of Directors to be more practical. With either method of voting, a two thirds (67%) approval vote of individual lot owners shall be required to adopt an amendment.
- (c) Proposals for amendments may originate either with a two thirds majority vote of the Association's Board of Directors or by an initiative requiring the signatures of fifty (50) percent of the individual lot owners in the Subdivision.

Section 3. Applicability and Enforcement:

- (a) Who is bound by. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land and the grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators and assigns to be bound by each such covenants, restrictions, reservations and servitudes, jointly, separately and severely.
- (b) Retroactive Limitation. Property owners who now have improvements on their lots constructed in compliance with the original covenants dated June 16, 1981 and revisions thereto may retain such improvements even though they may be in conflict with the covenants in this revised Declaration.
- (c) Jointly and Severely Enforceable. Each and every one of the covenants, restrictions, reservations and servitudes contained herein, shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.
- (d) Enforcement. The Association, by means of a two-thirds vote of the Board of Directors, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of Directors to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Complaints shall be submitted in writing to the Board of Directors. The Board shall, at the next regularly scheduled meeting,

consider each complaint to determine its validity and hold hearings as necessary to fairly resolve each dispute.

(e) **Attorney Fees.** In any action brought by the Association against any lot owner to enforce any term, condition or covenant herein contained, the prevailing party shall be entitled to recover, in addition to costs, a reasonable sum fixed by the court as and for an attorney's fee.

ARTICLE VII. ASSESSMENTS

Section 1. Type of Assessments. Assessments shall be used for the following purposes:

- (a) Administrative cost and expenses of the Association.
- (b) Liability insurance for property owned by the Association, in particular the airstrip, and its use as both an aircraft facility, and as a common area for the Subdivision.
- (c) Capital improvements and maintenance of property owned by the Association.
- (d) Emergency assessments made necessary by reason of common disaster or gross necessity.
- (e) Individual assessments on a lot owner made necessary by reason of certain special services rendered.

Section 2. Purposes of Assessments. The assessments herein provided for to be levied by the Association shall be used to promote the recreation, health, safety and welfare of the members of the Association, for the administrative cost and expense of the Association, for the insurance, capital improvements and maintenance of the airstrip and common area and for other purposes as determined by the Association's Board of Directors.

Section 3. Amount of Assessments. The amount of assessments shall be determined annually by the Board of Directors with membership approval required at the annual membership meeting.

Section 4. Assessments Fiscal Year. For the purpose of assessments, the fiscal year shall be March 1 through the last day of February. —>

Section 5. Creation of the Lien and Personal Obligation of Assessment. Each owner of any lot, by acceptance of a deed or the entry into a contract of purchase therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association any and all assessments or charges levied against the property. Such assessments shall be established and collected as in the Articles of Incorporation, By-Laws and this Declaration more particularly provided. From and after the fixing of the assessments or assessment herein above enumerated by the Board of Directors of the Association, in the manner in said

Declaration more particularly provided, such assessment or assessments shall be and become a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, cost, and a reasonable attorney's fee, shall also be the personal obligation of the person who was the owner in fee, contract purchaser, and/or contract vendor of such property at the time of the imposition of the assessment charge. In the event property be transferred subject to delinquent assessments, both the prior owner and the successor in title shall jointly and severally be liable for the payment of any such delinquencies.

Section 6. Enforcement of Lien and Collection of Assessments. In the event any assessment or assessments shall remain delinquent for a period of thirty (30) days from the date of its imposition, the same may be collected, at the option of the Association, as follows:

- (a) Collection of such assessment may be made by such lawful method of enforcement, judicial or extra-judicial, as is provided by law; or,
- (b) By foreclosure of lien by suit commenced in the name of the Association in like manner as mortgages of real property are foreclosed. In any such action, the lien here imposed shall be prior to all other liens except (1) tax liens upon property in favor of any assessing unit and/or special district, and (2) all sums unpaid on all mortgages of record. In any suit or action brought to foreclose the lien herein claimed, or for collection in any other manner whatsoever, in addition to the amount of the assessment or assessments, the Association may collect interest at the highest legal rate on the delinquency from date of impressment to date of collection, costs of suit, and a reasonable attorney's fee.

END

We, the undersigned, respectively the Chairman and Secretary of Blue Ribbon Farms Property Owners Association, hereby certify that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Record of Blue Ribbon Farms Subdivision, Divisions 1 and 2, was approved in writing by more than 50% of the

owners of the 150 lots in Divisions 1 and 2 as required for amendment by the prior covenants recorded in Volume 604, page 443, records of Clallam County. The actual vote count, which was accepted by the Board of Directors on November 5, 1993, was as follows:

TOTAL LOTS IN SUBDIVISIONS	150
TOTAL VOTES CAST	101
NUMBER OF VOTES FOR	83
NUMBER OF VOTES AGAINST	18


	
Donald E. Gillette	M. L. Sexton
Chairman	Secretary

State of Washington)
) ss.
 County of Clallam)

I certify that I know or have satisfactory evidence that Donald E. Gillette and M. L. Sexton signed this instrument and acknowledged it as the Chairman and Secretary respectively of Blue Ribbon Farms Property Owners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated November 30, 1993.




 Notary Public in and for the State of Washington, residing at Port Angeles.
 My appointment expires 6-5-94.

697227