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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS,
CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS
FOR LUDLOW POINT VILLAGE, DIVISION 4

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448-979
OF OFFICIAL RECORDS
REQUEST OF
POPE RESOURCES
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THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (hereafter referred to as "the Supplemental Declaration") is made this 22 day of February, 1994, by POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Developer and Owner of certain real property located in Jefferson County, Washington, commonly known as the subdivision of "Ludlow Point Village, Division 4" (hereafter referred to as "LPV 4"), which is legally described in Exhibit A; and

WHEREAS, Declarant desires to develop the aforesaid property into a planned residential community for the benefit of the residents therein; and

WHEREAS, Declarant desires to form a non-profit corporation for the management, maintenance, social, physical, aesthetic and recreational purposes of benefiting LPV 4 Owners, Residents and Occupants, which non-profit corporation shall be known as the "LPV 4 Association," and which may (1) acquire, operate, manage and maintain LPV 4 Association Land, and Limited Common Areas declared to be maintained by the LPV 4 Association in this Declaration; (2) establish, levy, collect and disburse any assessments and other charges imposed hereunder; and (3) as the agent and representative of the Members, administer and enforce all provisions hereof; and

WHEREAS, Declarant therefor wishes to subject all of the property legally described in Exhibit A, within LPV 4, to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements (collectively referred to as "Covenants") hereinafter set forth; and

WHEREAS, in order to cause the Covenants to run with the LPV 4 property, and to be binding upon the Owners, Residents and Occupants thereof from and after the date of recordation of this Supplemental Declaration, Declarant hereby makes all conveyances of LPV 4 property described in Exhibit A, whether or not so provided therein, subject to the Covenants herein set forth; and by accepting deeds, easements or other grants or conveyances to any portion of LPV 4, the Owners, Residents and other transferees for themselves and their heirs, executors and administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the Covenants (including but not limited to the obligation to pay assessments) hereinafter set forth.

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FEB 22 1994

James H. Black / Deputy

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE 1

DEFINITIONS

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

Section 1.1. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Article 7 hereof.

Section 1.2. "Articles" shall mean the Articles of incorporation of the LPV 4 Association as the same may from time-to-time be amended or supplemented.

Section 1.3. "Assessable Property" shall mean any Lot, except such part or parts thereof as may from time-to-time constitute Exempt Property.

Section 1.4. "Assessment" shall mean an Annual Assessment or Special Assessment as provided in Article 7.

Section 1.5. "Assessment Lien" shall mean the lien created and imposed by Article 7.

Section 1.6. "Board" shall mean the Board of Directors of the LPV 4 Association.

Section 1.7. "Bylaws" shall mean the Bylaws of the LPV 4 Association as the same may from time-to-time be amended or supplemented.

Section 1.8. "Common Area(s)" shall mean all Common Area as defined in the South Bay Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements.

Section 1.9. "Covenants" shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

Section 1.10. "Declarant" shall mean Pope Resources, A Delaware Limited Partnership, organized under the laws of the State of Delaware, its successors and assigns, but only if such successors or assigns should acquire all or substantially all of the then-developed portions of LPV 4 from Declarant for the purpose of development. For purposes of this Supplemental Declaration, and except where all or substantially all of the then-developed portions of LPV 4 are involved, no individual, corporation, trust, partnership or other entity who or which has purchased a Lot or

Lots within LPV 4 from Declarant, or whose title to such Lot is derived from a person who has purchased such property from Declarant, shall be deemed a successor or assign of Declarant.

Section 1.11. "Developer" shall mean and refer to Pope Resources, A Delaware Limited Partnership, and its successors and assigns.

Section 1.12. "Development Period" shall mean that period commencing with the recording of this Supplemental Declaration and terminating upon the first to occur of (i) five (5) years from such commencement date; (ii) the termination of Class B Membership; or (iii) written notice from Declarant to the LPV 4 Association of termination of the Development Period.

Section 1.13. "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

Section 1.14. "Exempt Property" shall mean the following portions of LPV 4:

(a) All land and improvements owned by or dedicated to and accepted by the United States, the State of Washington or Jefferson County, or any political subdivision thereof, for as long as any such governmental entity is the owner thereof or for so long as said dedication remains effective;

(b) All LPV 4 Association Land and Limited Common Areas; and

(c) All land within LPV 4 which the Declarant, by this Supplemental Declaration or other recorded instrument, makes available for use by Members of the Master Association.

Section 1.15. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust, or other security instrument on Lots in LPV 4 recorded in the office of the Auditor of Jefferson County, Washington, having priority of record over all other recorded liens except those governmental liens made superior by statute. "First Mortgagee" shall mean and refer to any person or entity named as a Mortgagee or Beneficiary under any First Mortgage or any successor to the interest of any such First Mortgagee.

Section 1.16. "Governing Documents" shall mean the Articles and Bylaws of the LPV 4 Association; the Master Declaration; this Supplemental Declaration; and any applicable Master Association or LPV 4 Rules and Regulations, as from time-to-time amended.

Section 1.17. "Government Mortgage Agency" shall mean the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association or any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

Section 1.18. "Limited Common Area" shall mean that portion of the subdivision of LPV 4 designated on a recorded subdivision plat as Tracts A or B or as a Limited Common Area or Open Space. It is expressly understood and agreed that the public roadways within LPV 4 will be utilized as a portion of the South Bay trail or pathway system and, accordingly, are for the use of all members of the Master Association.

Section 1.19. "Lot" shall mean any area of real property within LPV 4 designated as a residential Lot, specifically excluding the LPV 4 Association Land, Common Areas and Limited Common Areas, but together with all appurtenances, improvements, and Dwelling Units now or hereafter built or placed on any Lot.

Section 1.20. "LPV 4" shall mean the subdivision known as "Ludlow Point Village Division 4," legally described in Exhibit A.

Section 1.21. "LPV 4 Association" shall mean the LPV 4 Association, a Washington non-profit corporation organized, or to be organized, by Declarant to administer and enforce this Supplemental Declaration and to exercise all rights, powers and duties set forth in this Supplemental Declaration, its successors and assigns.

Section 1.22. "LPV 4 Association Land" shall mean such part or parts of LPV 4, together with the buildings, structures and improvements thereon, which the LPV 4 Association may at any time own in fee or in which the LPV 4 Association may at any time have an easement or leasehold interest, which property is designed for the use and enjoyment of the Members of the LPV 4 Association. LPV 4 Association Land shall be deemed to be Limited Common Area for purposes hereof.

Section 1.23. "LPV 4 Rules" shall mean the rules for LPV 4 adopted by the Board of the LPV 4 Association.

Section 1.24. "Master Association" shall mean the South Bay Community Association, a Washington non-profit corporation organized by Declarant to administer and enforce the covenants and to exercise all rights, powers and duties set forth in the Master Declaration, its successors and assigns.

Section 1.25. "Master Declaration" shall mean the South Bay Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and

Easements, as may be amended from time-to-time.

Section 1.26. "Member" shall mean any person holding a Membership in the LPV 4 Association pursuant to this Declaration and without exception shall mean and refer to each Owner, including the Declarant, of a Lot in LPV 4 that is subject to assessment. Membership in the LPV 4 Association shall be appurtenant to, and may not be separated from, ownership of a Lot within LPV 4.

Section 1.27. "Membership" shall mean a Membership in the LPV 4 Association and the rights granted to the Owners and Declarant pursuant hereto to participate in the LPV 4 Association.

Section 1.28. "Occupant" shall mean any person, other than an Owner, in rightful possession of a Lot within LPV 4.

Section 1.29. "Open Spaces" shall mean and refer to those areas designated on the plat of LPV 4 as Tracts A and B or Open Spaces and, when so designated, shall be deemed to be Limited Common Areas as defined herein.

Section 1.30. "Owner" shall mean the record owner of a fee simple interest in any Lot, but excluding others who hold 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. An Owner shall include any person who holds record title to a Lot in joint ownership with any other person or holds an undivided fee interest in any Lot.

Section 1.31. "Resident" shall mean:

- (a) An Owner actually residing on a Lot;
- (b) Each Purchaser under a real estate contract covering any Lot actually residing on the Lot;
- (c) Members of the immediate family of each Owner and of each Purchaser actually living in the same household in LPV 4 with such Owner or Purchaser; and
- (d) Tenants/Renters.

Section 1.32. "Single 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 not more than four (4) persons not all so related, who maintain a common household in a Dwelling Unit.

Section 1.33. "Special Assessment" shall mean any assessment levied and assessed pursuant to the Special Assessment provisions of Article 7.

Section 1.34. "Subdivision Plat" shall mean a recorded plat of LPV 4.

Section 1.35. "Supplemental Declaration" shall mean this recorded Supplemental Declaration.

Section 1.36. "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, Common Area or Limited Common Area neighboring that on which such object exists.

ARTICLE 2

PROPERTY SUBJECT TO LPV 4 SUPPLEMENTAL DECLARATION

Section 2.1. General Declaration Creating LPV 4. Declarant, or its successor, intends to develop LPV 4 into various Lots. All Lots within LPV 4 are hereby declared to be expressly subject to the Master Declaration recorded by Declarant, which Master Declaration is incorporated herein by this reference and made a part hereof as though fully set forth herein. Declarant hereby declares that all of the real property within LPV 4 is and shall be held, conveyed, encumbered, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the Master Declaration and this Supplemental Declaration, as either are amended from time to time; provided, however, exempt properties shall only be subject to those portions of the Master Declaration and this Supplemental Declaration relating to easements and restrictions imposed concerning placement of utilities and the use and maintenance of such properties.

The Master Declaration and this Supplemental Declaration are declared to be in furtherance of a general plan for the overall improvement of the various development components of South Bay and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of South Bay and every portion thereof. The Master Declaration and this Supplemental Declaration, as either may be hereafter modified or amended, shall run with the LPV 4 property described in Exhibit A, and shall be binding upon and inure to the benefit of Declarant, the LPV 4 Association, and all Owners, Residents and Occupants, their successors and assigns, in LPV 4. Nothing in this Declaration shall be construed to prevent Declarant from dedicating or conveying portions of LPV 4 including, but not limited to, Limited Common Areas, streets, roadways and easements to any governmental entity or third party or for uses other than as a Lot, LPV 4 Association Land, Common Area or Limited Common Area.

Section 2.2. LPV 4 Association Bound. Upon issuance of a Certificate of Incorporation by the State of Washington, the Covenants contained in the Master Declaration and Supplemental

Declaration, as may be hereafter modified or amended, shall be binding upon and shall benefit the LPV 4 Association.

Section 2.3. Superseded Declaration. With the exception of the Master Declaration, this Supplemental Declaration supersedes and is made in full substitution for any prior covenants which may have been imposed on the real property set forth in Exhibit A by Declarant or any of its predecessors in interest, but shall not supersede any shoreline permit conditions or other governmentally imposed restrictions on the use of the property comprising LPV 4.

ARTICLE 3

EASEMENTS AND RIGHTS OF ENJOYMENT IN LPV 4 ASSOCIATION LAND AND LIMITED COMMON AREAS

Section 3.1. Easements of Enjoyment. Every Owner, Resident, Occupant and Member of the LPV 4 Association shall have a non-exclusive right and easement of enjoyment in and to the LPV 4 Association Land and Limited Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

3.1.1 The right of the LPV 4 Association to suspend the voting rights and right to use of the LPV 4 Association Land or Limited Common Areas by any Member (i) for any period during which any Assessment against such Owner's Lot remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Supplemental Declaration or LPV 4 Rules; and (iii) for successive sixty (60) day periods if any such infraction is not corrected during any prior sixty (60) day suspension period;

3.1.2 The right of the LPV 4 Association to dedicate, grant or transfer such permits, licenses and easements for utilities, roads and/or other purposes consistent with the intended uses of the LPV 4 Association Land or Common Areas or as otherwise provided in this Supplemental Declaration, and reasonably necessary or desirable for the proper use, maintenance or operation of any portion of LPV 4, and which do not have any substantial adverse effect on the enjoyment of the LPV 4 Association Land or Limited Common Areas by the Members;

3.1.3 The right of the LPV 4 Association to regulate the use of the LPV 4 Association Land and Limited Common Areas through the LPV 4 Rules and to prohibit access to those areas, such as drainage areas, not intended for use by Members. The LPV 4 Rules are intended to enhance the preservation of the LPV 4 Association Land and Limited Common Areas for the safety and convenience of the users thereof and shall serve to promote the best interests of the Owners, Residents and Occupants of LPV 4;

3.1.4 The right of the LPV 4 Association to prescribe which Members are permitted to use the LPV 4 Association Land and

Limited Common Areas and to determine who may be classified as guests and to close or limit the use of the LPV 4 Association Land and Limited Common Areas, or portions thereof, while maintaining and repairing the same;

3.1.5 The right of the Declarant, reserved hereby, to non-exclusive use of all LPV 4 Association Land and Limited Common Areas for display, sales, promotional, and other purposes deemed useful by Declarant and its agents and representatives in advertising or promoting LPV 4 or South Bay. This right shall permit Declarant to allow unlimited use by guests and prospective customers of all LPV 4 Association Land and Limited Common Areas and shall terminate when the last Lot in LPV 4 has been sold by Declarant, or successor, to an Owner of a Dwelling Unit.

3.1.6 The right of the LPV 4 Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the LPV 4 Association Land or Limited Common Areas, and with written consent of two-thirds (2/3) of the votes of each class of Membership in the LPV 4 Association, to mortgage the LPV 4 Association Land and Limited Common Areas as security for any such loan.

Section 3.2. LPV 4 Association Land and Limited Common Areas. The LPV 4 Association Land and Limited Common Areas within LPV 4, with the exception of any trail or pathway system running through these areas, are hereby declared to be for the exclusive use and enjoyment of the Owners, Residents and Occupants of LPV 4, subject to the Governing Documents and the rights of the LPV 4 Association as set forth in Paragraph 3.1 hereof.

Section 3.3. Delegation of Use By Owners. Any Owner may delegate, in accordance with the Governing Documents, his right of enjoyment to the LPV 4 Association Land and Limited Common Areas to members of his family and his tenants, provided, however, that if any Owner delegates such right of enjoyment to tenants, neither the Owner nor his family shall be entitled to use such areas by reason of ownership of that Lot during the period of delegation. Guests of an Owner may use such facilities only in accordance with the Governing Documents, which may limit the number of guests who may use such areas. The Board may also promulgate rules and regulations limiting the use of the LPV 4 Association Land and Limited Common Areas by co-owners with respect to any Lot in co-ownership.

ARTICLE 4

SINGLE FAMILY RESIDENTIAL USE AND MISCELLANEOUS USE RESTRICTIONS IN LPV 4

Section 4.1. Single Family Residences. LPV 4 is hereby declared to be Single Family Land Use. All Lots within LPV 4 shall be used only for the construction and occupancy of single family dwellings and typical residential activities incidental thereto. No professional, commercial or industrial operations, of any kind, shall be conducted in or upon any Lot except (1) as permitted by the Board and Jefferson County; or (2) such temporary uses as shall be permitted by Declarant while the development is being constructed and Lots are being sold by Declarant. Use of all Lots shall be in accordance with, and subject to, the limitations and rules as established by the Board directly, or through the Managing Agent, if any.

Section 4.2. Tenants. The entire Dwelling Unit on a Lot may be let to a single family tenant from time-to-time by the Owner, providing such tenancy shall not be less than six (6) consecutive months to the same tenant. All leases and rental agreements for individual Dwelling Units shall be in writing and specifically shall be subject to each and every requirement, covenant, condition and restriction of the Master Declaration, Supplemental Declaration and Governing Documents.

Section 4.3. Master Declaration Land Use Covenants. Notwithstanding anything to the contrary herein, all Lots are subject to all provisions of the Master Declaration, including those provisions relating to Land Use set forth in Article 4 thereof.

Section 4.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner, Resident or Occupant of a Lot, any Member of the Board of the LPV 4 Association or Declarant, or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any Dwelling Unit, for the purpose of ascertaining compliance with the Master Declaration or this Supplemental Declaration.

Section 4.5. Prefabricated Buildings. No prefabricated, modular or manufactured building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed or assembled or otherwise maintained on any Lot.

Section 4.6. Removal of Weeds and Debris. Each Lot Owner irrevocably grants to Declarant, the LPV 4 Association, and their successors and assigns, the right at the option of said entities to remove any weeds or debris from Lots in the subdivision.

Section 4.7. Unnatural Drainage. Under no circumstances shall any Owner, Resident or Occupant of any Lot be permitted to deliberately alter the topographic conditions of the Lot in any way that would adversely affect the approved and constructed storm drainage system.

Section 4.8. Animals. In addition to the provisions contained within Paragraph 4.2.2 of the Master Declaration, no pets (as defined in Paragraph 4.2.2) shall be housed or confined outdoors. No structure for the care, housing or confinement of any Pet shall be erected or maintained on any Lot within LPV 4.

Section 4.9. Sewer Connection. In accordance with the Shoreline Permit governing LPV 4, each Lot shall be connected to sewer. There shall be no on-site septic systems within LPV 4.

Section 4.10. Covenants Contained On Plat. All property within LPV 4 shall be subject to all Declarations, Covenants, Easements and Restrictions set forth on the Plat of LPV 4.

Section 4.11. Pesticides and Herbicides. Pesticides and herbicides will only be applied by applicators licensed by the Washington State Department of Agriculture consistent with the requirements of RCW 17.21 and RCW 15.58. Herbicides, pesticides, and fungicides with the shortest hydrolysis half-life will be used. A two week half-life is desirable. Pesticides appearing on the U.S. Environmental Protection Agency's "Priority List of Leaching Pesticides" will not be used. Herbicides, pesticides, and fertilizers will be applied during the dry, summer season rather than winter runoff periods.

Section 4.12. Landscaping. Whenever possible, native shrubs and plants will be utilized for landscaping and planting on those portions of the development not used for residential use.

Section 4.13. Declarant's Exemption. Nothing contained in this Supplemental 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 LPV 4.

Section 4.14. Disputes. The LPV 4 Association shall have jurisdiction over activities permitted on LPV 4 Association Land and Limited Common Areas. All disputes, complaints or matters of change in existing or future use restriction shall be submitted to the Board for determination, unless otherwise provided in the Master Declaration to be within the authority of the Architectural Review Committee. The decision of the Board or Architectural Review Committee shall be final.

ARTICLE 5

ORGANIZATION OF THE LPV 4 ASSOCIATION

Section 5.1. Formation of the LPV 4 Association. The LPV 4 Association shall be charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents. Neither the Articles nor Bylaws of the LPV 4 Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Master Declaration or this Supplemental Declaration.

Section 5.2. Board of Directors and Officers. The affairs of the LPV 4 Association shall be conducted by the Board and such Officers as the Board may elect or appoint in accordance with the LPV 4 Association's Articles of Incorporation and Bylaws as the same may be amended from time to time. The Board shall be composed of at least three (3) and no more than nine (9) members. The initial Board shall be composed of four (4) members. The LPV 4 Association, through the Board, unless specifically provided otherwise, shall have the right and duty to enforce this Supplemental Declaration, and shall have the right and be responsible for the proper and efficient management, maintenance and operation of the LPV 4 Association Land, Limited Common Areas and participation in the maintenance and repair of the monument signs as provided herein, including:

5.2.1 Maintaining and landscaping, if applicable, the LPV 4 Association Land and Limited Common Areas and any other properties controlled by the Ludlow Point Village Association;

5.2.2 Participating in the maintenance of the monument signs at the intersection of Paradise Bay Road and South Bay Lane, as set forth herein;

5.2.3 Maintaining the storm water and drainage control systems, including, but not limited to, catch basins, piping, conveyance facilities, retainage and detainage ponds, if any, and oil separators, on LPV 4 Association Land and Limited Common Areas;

5.2.4 Operating, maintaining (including insuring, at the discretion of the Board) and rebuilding, if necessary, signs, monuments, walls, fences, and other improvements originally constructed by Declarant or the LPV 4 Association on LPV 4 Association Land and/or Limited Common Areas and/or easements granted to the LPV 4 Association, if any;

5.2.5 Paying any real estate taxes, assessments or other charges on LPV 4 Association Land and Limited Common Areas;

5.2.6 Insuring all improvements which the LPV 4 Association is obligated to maintain against damage by casualty as the Board deems appropriate;

5.2.7 Hiring, firing, supervising and paying employees and independent contractors to carry out the obligations of the LPV 4 Association as set forth herein;

5.2.8 Maintaining liability insurance to protect the LPV 4 Association and the Board from any liability caused by occurrences or happenings on or about the LPV 4 Association Land and/or Limited Common Areas;

5.2.9 Maintaining workmen's compensation insurance for any employees of the LPV 4 Association;

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

5.2.11 Establishing and maintaining such cash reserves, if any, as the LPV 4 Association may, in its sole and absolute discretion, deem reasonably necessary for the maintenance and repair of the LPV 4 Association Land and Limited Common Areas including, but not limited to, establishment and maintenance of an asset replacement fund;

5.2.12 Payment for all utility services, including street lights, if any, as provided herein, of the LPV 4 Association;

5.2.13 Entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth in this Supplemental Declaration and the Articles of Incorporation and Bylaws of the LPV 4 Association, including, but not limited to, maintenance of landscaping and the LPV 4 Association Land and Limited Common Areas; and

5.2.14 Such other matters and powers as are provided under (1) the Articles of Incorporation and Bylaws; and (2) Washington State law, as may be amended from time-to-time, for a non-profit corporation.

Section 5.3. The LPV 4 Rules. The Board shall be empowered to adopt, amend, or repeal such LPV 4 Rules as it deems reasonable and appropriate, which shall be binding upon all persons and entities subject to this Supplemental Declaration, whether Members of the LPV 4 Association or not; provided, however, that the LPV 4 Rules shall not discriminate among Members and shall not be inconsistent with the other Governing Documents. The LPV 4 Rules may also include the establishment of a system of fines and penalties for enforcement of such Rules. The LPV 4 Rules may be established, modified or amended at any special or regular meeting of the Board.

The LPV 4 Rules 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 Supplemental Declaration and shall be binding on all persons or entities having any interest in, or making any use of, any part of the LPV 4 Association Land or Limited Common Areas, whether or not Members of the LPV 4 Association and whether or not copies of the LPV 4 Rules are actually received by such persons or entities. The LPV 4 Rules, as adopted, amended, modified or repealed shall be available for review at the principal office of the LPV 4 Association, or such other location within South Bay as designated by the Board, to each person or entity reasonably entitled thereto. In the event of a conflict between any provisions of the LPV 4 Rules and any provisions of the Master Declaration or this Supplemental Declaration, the provisions of the LPV 4 Rules shall be deemed to be superseded by the provisions of the Master Declaration and this Supplemental Declaration to the extent of any such conflict. Any monetary penalties or fines imposed by the LPV 4 Rules shall be treated as an assessment which may become a lien against the Members' Lot and enforceable by a sale thereof.

Section 5.4. Non-Liability of Officials and Indemnification.

To the fullest extent permitted by Washington State law, Declarant, and every Director, Officer, Committee Member, Manager(s), or other employee of the LPV 4 Association and of the Declarant, shall not be personally liable hereunder to any Member, or to any other person or entity, including the LPV 4 Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence; provided, however, the provisions set forth in this Section 5.4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5.5. Managing Agent. The LPV 4 Association, through the Board, is authorized to employ a managing agent or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the LPV 4 Association. The LPV 4 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. It shall be the primary purpose of such management agreement(s) to provide for the administration, management, repair and maintenance of the LPV 4 Association Land, Limited Common Areas and Lots to the extent provided herein, and to assess, collect and apply the Assessments, and to enforce this Supplemental Declaration.

The terms of the management agreement shall be as determined by the Board to be in the best interest of the LPV 4 Association, and shall be subject to the Governing Documents. Any management agreement shall not exceed a term of one (1) year unless the terms thereof have been approved by a majority vote of the LPV 4 Association, but may be renewed by agreement of the parties for

successive one (1) year periods and shall provide for termination by either party with or without cause and without payment of a termination fee upon ninety (90) days' written notice; provided, however, that the LPV 4 Association may terminate the agreement for cause immediately upon thirty (30) days' written notice, and provided further, that in the event of misconduct, the LPV 4 Association may terminate the agreement immediately with no notice whatsoever.

The LPV 4 Association is 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/or maintenance services or to perform any other duties of the LPV 4 Association or the Board. Each Owner, Resident and Occupant shall be bound by the terms and conditions of all management agreements entered into. A copy of all management agreements shall be available to each Owner upon request at the LPV 4 Association Office, or such other location within South Bay as designated by the Board.

Section 5.6. Records and Accounting. The LPV 4 Association shall keep, or cause to be kept, true and correct books and records in accordance with generally accepted accounting principles. Financial statements for the LPV 4 Association shall be regularly prepared and available at the LPV 4 Association Office, or such other location within South Bay as designated by the Board, to all members as follows:

5.6.1 A pro forma operating statement (budget for each fiscal year shall be available for distribution not less than thirty (30) days before the beginning of the fiscal year);

5.6.2 An annual report shall be available for distribution within one hundred twenty (120) days after the close of the fiscal year consisting of a balance sheet as of the end of the fiscal year, an operating (income) statement for the fiscal year, and a statement of changes in financial position for the fiscal year;

5.6.3 The annual report need not be prepared by an independent accountant, but it shall be accompanied by the certificate of an authorized Officer of the LPV 4 Association that the statements were prepared without audit from the books and records of the LPV 4 Association.

Section 5.7. Inspection of Books and Records. The Membership register, books of account and minutes of meetings of the Members, of the Board, and of Committees of the Board, shall be made available for inspection and copying by any Member at any reasonable time, at the office of the LPV 4 Association, or at such other place within South Bay as the Board shall prescribe. The Board may establish reasonable rules with respect to: (1) Notice to be given to the custodian of the records by the Member desiring

to make the inspection: (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested by a Member. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the LPV 4 Association and the physical properties owned or controlled by the LPV 4 Association.

ARTICLE 6

MEMBERSHIPS AND VOTING

Section 6.1. Lot Owners. Every Owner of a Lot, including Declarant, shall be a Member of the LPV 4 Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable. There shall be only one Membership for each Lot, which Membership shall be shared by all Owners of an interest therein.

Section 6.2. Declarant. Declarant, or its successor, shall be a Member of the LPV 4 Association for so long as it holds a Class B Membership pursuant hereto or owns any property in LPV 4.

Section 6.3. Voting. The LPV 4 Association shall have two (2) classes of voting memberships:

Class A. Class A Memberships shall be all Memberships, except the Class B Membership held by Declarant, and each Owner shall be entitled to one vote for each Lot owned, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Supplemental Declaration in accordance with the provisions hereof.

Class B. Class B Memberships shall be held by the Declarant and the Class B Membership shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B Membership shall cease and be converted to Class A Memberships on the happening of the first of the following events:

(a) When the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B Membership;

(b) When the Declarant voluntarily terminates the Class B Membership by written notice to the LPV 4 Association, at which time Declarant will receive Class A Membership for each Lot owned within LPV 4; or

(c) At the end of the Development Period.

Section 6.4. Right to Vote. The right to vote in LPV 4 Association matters shall be subject to the following conditions:

6.4.1 No change in a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change. The vote for each Membership must be cast as a unit; fractional votes shall not be allowed. If a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all Owners of the Membership unless objection thereto is made at the time the vote is cast.

6.4.2 Any mortgagee who acquires title to a Lot pursuant to a judgment or foreclosure or a trustee sale shall automatically become entitled to exercise all voting rights which the Owner of said Lot would otherwise have had.

6.4.3 If any lender to whom Declarant has assigned, or hereafter assigns, as security, all or substantially all of its rights under this Supplemental Declaration succeeds to the interests of the Declarant by virtue of said assignment, the absolute voting rights of the Declarant as provided herein shall not be terminated thereby, and such lender shall hold the Declarant's Memberships and voting rights on the same terms as they were held by Declarant.

Section 6.5. Transfer of Membership. The rights and obligations of Membership in the LPV 4 Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon conveyance of an Owner's Lot by deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or Deed of Trust, or other legal process pursuant to the laws of the State of Washington or the United States.

ARTICLE 7

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 7.1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot hereinafter established within LPV 4, hereby covenants and agrees, and each Owner by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the LPV 4 Association the following Assessments established hereunder: (i) Annual Assessments; and (ii) Special Assessments for capital improvements or other extraordinary expenses or costs. The Annual and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a continuing servitude and lien with power of sale upon the Lot against which such Assessment is made. The lien may be enforced by foreclosure of the lien on the defaulting Owner's Lot by the LPV 4 Association in like manner as a mortgage or Deed

of Trust on real property. The lien for each unpaid Assessment attaches to each Lot at the beginning of each Assessment Period and shall continue to be a lien against such Lot 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.

Section 7.2. Annual Assessments. In order to provide for the uses and purposes specified in Article 9 hereof, the Board in each year, commencing in 1994, shall assess an Annual Assessment against each Lot upon the earlier of (1) substantial completion of construction, which is defined as final inspection by Jefferson County; or (2) there has been issued an Occupancy Permit for a Dwelling Unit thereon. Each Lot shall be responsible for paying the Annual Assessment. The amount of the Annual Assessment shall be established by the Board but shall be determined with the objective of fulfilling the LPV 4 Association's obligations under this Supplemental Declaration.

Section 7.3. Uniform Rate of Assessment. The amount of any Annual or Special Assessment shall be fixed at a uniform rate per Lot within LPV 4. Annual Assessments shall be collected in advance on a monthly, quarterly or annual basis and Special Assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the LPV 4 Association approving the Special Assessment.

Section 7.4. Superiority of Assessment Lien. The LPV 4 Association's lien on each Lot for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Washington or any exemption now or hereafter provided by the laws of the United States. Since the Owner will receive a copy of this Supplemental Declaration prior to Closing and/or the Supplemental Declaration is recorded of public record, the acceptance of a deed subject to this Supplemental Declaration shall constitute a voluntary and informed waiver of the homestead right by the Owner and an acknowledgment that the lien should be paid prior to any homestead claim. The Assessment Liens of the LPV 4 Association shall be subordinate in all cases to any Assessment Liens of the Master Association established by the Master Declaration.

Section 7.5. Maximum Annual Assessment. The initial Annual Assessment period shall commence in 1994 and each subsequent Annual Assessment period shall correspond with the fiscal year of the LPV 4 Association. The Annual Assessment to be established by the Board may not exceed a certain amount (the "Maximum Annual

Assessment") determined in accordance with the following provisions:

7.5.1 During the initial Annual Assessment period, the Maximum Annual Assessment against each Owner shall be \$240.00 per year (\$20.00/month) for each Lot subject to Assessment.

7.5.2 Effective with commencement of the first full fiscal year (the second Annual Assessment Period) and continuing through the fifth (5th) full fiscal year, the Maximum Annual Assessment may be increased by the Board without a vote of the Membership by a maximum of twenty percent (20%) over the previous year's Annual Assessment. Any such increase shall be effective at the beginning of each fiscal year. Beginning with the sixth (6th) full fiscal year, and each subsequent fiscal year thereafter, the Maximum Annual Assessment may be increased by the Board without a vote of the Membership 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), 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 current full fiscal year. Any such increase shall be effective at the beginning of each fiscal year.

7.5.3 The Maximum Annual Assessment may be increased above the amount set forth in Subsection 7.5.2 above, provided that any such increase shall have the assent of a majority of the votes of the Class A Membership and a majority of the votes of the Class B Membership who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 7.7 below.

Section 7.6. Special Assessments for Capital Improvements and Extraordinary Expenses. The LPV 4 Association may, in any Assessment Period, levy a Special Assessment applicable to that period only, for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon LPV 4 Association Land or Limited Common Areas, including buildings, structures, fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses, including increased maintenance expenses on Lots; provided, that in any fiscal year, the Board may not, without the vote or written assent of a majority of each class of Membership, levy Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the LPV 4 Association for that fiscal year. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 7.7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action under Sections 7.5 or 7.6 of this Article shall be sent to all Members not less

than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast forty percent (40%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum.

Section 7.8. Establishment of Annual Assessment Period. The Annual Assessment Period for collection of Assessments shall be designated by the Board and shall be billed and collected on an annual, quarterly or monthly basis.

Section 7.9. Billing and Collection Procedures. The Board shall have the right to adopt procedures consistent herewith for the purpose of levying and collecting Annual and Special Assessments. The failure of the LPV 4 Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment under this Declaration, but the Assessment Lien therefor 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 on the records of the LPV 4 Association. Such notice may be given at any time prior to or after delinquency of such payment. The LPV 4 Association shall be under no duty to refund any payments received by it even though a Lot is sold during an Assessment Period; successor Owners shall be given credit for prepayments, on a prorated basis, made by prior Owners. The LPV 4 Association may charge new Members who become such during an Assessment Period an administration fee related to the issuance or reissuance of new Membership cards, if applicable, and updating Membership records.

Section 7.10. 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 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 LPV 4 Association. The Board may also record a Notice of Delinquent Assessment against any Lot as to which an Annual or Special Assessment is delinquent and constitutes a lien, and may further establish a fixed fee to reimburse the LPV 4 Association for its 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 LPV 4 Association secured by the Assessment Lien.

Section 7.11. Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by a Member or any other person, the LPV 4 Association within ten (10) 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 Lot, as of the date of such certificate, or (b) if all Annual and Special Assessments have not

been paid, the amount of such Annual and Special Assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The LPV 4 Association may make 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 Lot in question.

Section 7.12. Property Exempted From the Annual and Special Assessments. Exempt Property shall be excluded from the Assessment of Annual and Special Assessments; provided, however, that in the event any change of ownership of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the Assessment of the Annual and Special Assessments (prorated as of the date it become Assessable Property) and the Assessment Lien.

ARTICLE 8

ENFORCEMENT OF PAYMENT OF ANNUAL AND SPECIAL ASSESSMENTS AND OF ASSESSMENT LIEN

Section 8.1. LPV 4 Association As Enforcing Body. The LPV 4 Association shall have the right to enforce the provisions of this Supplemental Declaration. However, if the LPV 4 Association shall fail or refuse to enforce this Supplemental Declaration or any provision hereof for any unreasonable period of time, after written request to do so, then any member may enforce them on behalf of the LPV 4 Association, but not at the expense of the LPV 4 Association, by any appropriate actions, whether in law or in equity.

Section 8.2. LPV 4 Association's Remedies to Enforce Payment of Annual and Special Assessments. The LPV 4 Association 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:

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

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

Section 8.3. Subordination of Assessment Lien to First Mortgage; Priority Lien. The Assessment Lien provided for herein shall be subordinate to any First Mortgage lien and any liens for taxes and other public charges which 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 which hereafter in any manner may arise or be imposed upon each Lot, except for any lien arising from the Master Declaration in favor of the Master Association. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a First Mortgage or pursuant to any judicial sale or proceedings, the purchaser at the mortgage foreclosure, deed of trust or judicial sale, shall take the Lot free of the Assessment Lien. However, such purchaser shall take subject to all Annual and Special Assessments, and the Assessment Lien thereof, accruing subsequent to the date of issuance of the sheriff's or trustee's deed.

Section 8.4. Suspension of Membership. In addition to the remedies set forth herein, and not to the exclusion or prejudice thereof, the Board may also suspend a Member from the LPV 4 Association and the privileges of Membership, including use of LPV 4 Association Land and Limited Common Areas for non-payment of Annual and/or Special Assessments; providing, however, that a Member may not be denied access along the roadways, which are Limited Common Areas.

ARTICLE 9

USE OF FUNDS; BORROWING POWER

Section 9.1. Purposes for Which LPV 4 Association's Funds May be Used. The LPV 4 Association shall apply all funds collected and received by it for the common good and benefit of the Members by devoting said funds, among other things, to the maintenance, provision and operation of LPV 4 Association Land and Limited Common Areas, which may be necessary, desirable or beneficial. The following are some, but not all, of the areas in which the LPV 4 Association may seek to provide for such common benefit: Social interaction among Members, maintenance, operation, repair and improvement of LPV 4 Association Land, Limited Common Areas and the two monument signs as provided herein, liability insurance, communications, transportation, health, utilities (including street lights), public services, safety and security.

Section 9.2. Borrowing Power. The LPV 4 Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as it determines is necessary or appropriate.

Section 9.3. LPV 4 Association's Rights in Spending Funds From Year-to-Year. The LPV 4 Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The LPV 4 Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year and the LPV 4 Association may carry forward from year

to year such surplus as the Board in its discretion may determine to be desirable.

ARTICLE 10

MAINTENANCE

Section 10.1. LPV 4 Association Land, Limited Common Areas and Monument Signs. The LPV 4 Association shall maintain or provide for the maintenance of the LPV 4 Association Land and Limited Common Areas, and shall participate in maintenance of the two monument signs located at the intersection of Paradise Bay Road and South Bay Lane, including, but not limited to, the following:

- A. All storm water conveyance systems and management facilities. The following shall govern all maintenance of said systems and facilities: (A) Material collected during maintenance of oil/water separators shall be disposed of by a licensed contractor and in accordance with the standards of the Jefferson County Hazardous Waste Management Plan at a site approved by appropriate state and local agencies; (B) All on-going maintenance procedures utilized by the LPV 4 Association relating to storm water conveyance systems and management facilities shall first be approved by Jefferson County, who shall have the right to oversee all aspects of said on-going maintenance.
- B. All street lighting within LPV 4. In the event that the utility company combines LPV 4 and Ludlow Point Village Division 3, with regard to street lighting and charges, then the LPV 4 Association shall contribute toward the total charges associated with the street lighting. The amount of the contribution shall be equal to a pro rata share of the total charges based upon the ratio between the total number of street lights involved and the number of street lights in LPV 4.
- C. The two (2) brick and/or stone monument signs at the intersection of Paradise Bay Road and South Bay Lane, together with the grounds immediately adjacent thereto. LPV 4 Association shall contribute toward the total expenses associated with maintenance and repair. The amount of the contribution shall be equal to a pro rata share of the total expense based upon the ratio between the number of Lots in LPV 4 and Ludlow Point Village, Division 3. It is intended that an equal amount per Lot within the two subdivisions be attributed toward maintenance and repair of the monument signs.

Section 10.2. Maintenance of Private Driveway. There is a private driveway located within LPV 4 designated on the plat of LPV 4 as "driveway access easement." The private driveway serves Lots 14 and 15. The cost and expense of maintenance of the private driveway shall be shared equally by the Owners of Lots 14 and 15. No Owner may refuse to pay a pro rata share of any reasonable cost or expense associated with maintenance or repair of the driveway.

Section 10.3. Assessment Of Certain Costs Of Repair Of LPV 4 Association Land and Limited Common Areas. In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of an Owner, Resident or Occupant, their guest or invitee, the cost of such maintenance or repair may, in the discretion of the Board, be charged directly to the Owner of the Lot and shall be payable in accordance with the time period established by the Board. A lien shall secure repayment and be enforceable in the same manner as other Assessments provided herein. In addition, damage caused by fire, storm, flood, earthquake, riot, vandalism or other abnormal wear from use and the elements shall be the responsibility of each Owner and not included in the maintenance provided by the LPV 4 Association.

Section 10.4. Improper Maintenance And Use of Lots. In the event any portion of any Lot is used or maintained so as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or residences, or in the event any portion of a Lot is being used in a manner which violates the Master Declaration or this Supplemental Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Master Declaration or this Supplemental Declaration, the Board may by resolution make a finding to such effect, specifying the particular conditions which exist, and giving notice to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may take such action at said Owner's cost, which costs and expenses shall be immediately charged to the Owner and shall be payable in accordance with the time period set by the Board. A lien shall secure repayment and be enforceable in the same manner as other Assessments provided for herein. Alternatively, the Board may seek any legal recourse, including litigation against the owner, to remedy the situation. Any expense incurred by the LPV 4 Association, including attorneys' fees and costs, shall be paid by the non-prevailing, party and entered as part of any judgment.

ARTICLE 11

RIGHTS AND POWERS OF LPV 4 ASSOCIATION

Section 11.1. LPV 4 Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the LPV 4 Association set forth in this Supplemental Declaration, it shall have such rights and powers as are set forth in its Articles of Incorporation and Bylaws and, in addition, all rights and powers granted by Washington law for a non-profit corporation. Upon incorporation of the LPV 4 Association, a copy of the Articles and Bylaws shall be available for inspection and copying at the office of the LPV 4 Association, or such other location as designated by the Board within South Bay, during reasonable business hours.

Section 11.2. Contracts with Others for Performance of LPV 4 Association's Duties. Subject to the restrictions and limitations contained herein, the LPV 4 Association may enter into contracts and transactions with others, including Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Directors or Officers of the LPV 4 Association or Members of any Committee is employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable.

ARTICLE 12

INSURANCE

Section 12.1. Insurance on LPV 4 Association Land And Limited Common Areas. The LPV 4 Association shall maintain insurance covering all insurable improvements, if any, located or constructed upon LPV 4 Association Land and Limited Common Areas. The LPV 4 Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available, considering the cost and risk coverage provided by such insurance:

12.1.1 Property Insurance. A policy of property insurance covering all insurable improvements, if any, excluding roadways, located on LPV 4 Association Land and Limited 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.

12.1.2 Liability Insurance. A comprehensive policy of public liability insurance covering all of the LPV 4 Association Land and Limited Common Areas in an amount not less than One Million Dollars (\$1,000,000.00) covering bodily injury, including death of 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. Beginning in June, 1994, the LPV 4 Association shall have the discretion to determine whether to carry liability insurance, depending upon its financial condition and the expense associated with such insurance.

12.1.3 Cancellation. The insurance provided for in sections 12.1.1 and 12.1.2 may not be canceled or substantially diminished or reduced in coverage without at least thirty (30) days' prior written notice to the LPV 4 Association and Declarant during the Development Period.

Section 12.2. Damage to LPV 4 Association Land or Limited Common Areas. In the event of damage to or destruction of all or a portion of the LPV 4 Association Land or Limited Common Areas due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be paid by the LPV 4 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, the LPV 4 Association shall present to the Members a notice of Special Assessment for approval by the Membership in accordance with the Special Assessment provisions herein. If such Special Assessment is not approved, the insurance proceeds may, after first being used to clean and landscape damaged areas, be applied in accordance with the wishes of the Membership upon the approval of Members and First Mortgagees, except that the proceeds shall not be distributed to the Owners, unless made jointly payable to Owners and the First Mortgagees, if any, of their respective Lots.

Section 12.3. Other Insurance to be Maintained by Owners. Insurance coverage on furnishings and other items of personal property belonging to an Owner, public liability insurance coverage upon each Lot, and homeowners and hazard insurance coverage on the residence and other improvements constructed on Lots shall be the responsibility of the Owner thereof.

Section 12.4. Annual Review of Insurance Policies. All insurance policies carried by the LPV 4 Association shall be reviewed at least annually by the Board to ascertain that the coverage provided by such policies is reasonably adequate in view of expected and likely risks insured by the LPV 4 Association.

ARTICLE 13

EASEMENTS

Section 13.1. Maintenance Easement. An easement is reserved and granted to the LPV 4 Association, its Officers, Directors, agents, employees, and assigns, upon, across, over, in, and under LPV 4 Association Land, Limited Common Areas and Lots to enable the LPV 4 Association to perform the duties and functions which it is obligated or permitted to perform pursuant to this Supplemental Declaration.

Section 13.2. Future Utility Easements. The LPV 4 Association shall have the right to grant easements, licenses and permits upon, across, over and under the LPV 4 Association Land and Limited Common Areas for drainage and for the installation, replacement, repair and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity and cable television systems; providing said easements, licenses and permits shall be (1) consistent with the intended use of said properties; (2) reasonably necessary or desirable for the proper use, maintenance and operation of said properties; and (3) substantially without adverse effect on the enjoyment of said properties by the Members.

Section 13.3. Rights of Declarant Incident to Development and Construction. An easement is reserved by and granted to Declarant, its successors and assigns, and others to be designated by Declarant, for access, ingress, and egress over, in, upon, under and across the LPV 4 Association Land and Limited Common Areas, including, but not limited to, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to construction activities in LPV 4; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner to that Owner's Lot. The easement created pursuant to this Section shall automatically cease upon the sale of the last Lot in LPV 4 by Declarant.

Section 13.4. Maintenance of Walls, Improvements And Easements. An easement is reserved and granted in favor of Declarant and the LPV 4 Association, their successors, assigns, employees and agents, upon, over and across each Lot adjacent to any boundaries of the LPV 4 Association Land or Limited Common Areas for reasonable ingress, egress, installation, replacement, maintenance, and repair of any improvement which Declarant may construct or cause to be constructed on or near any such property.

Section 13.5. South Bay Trail and Pathway Easement. An easement is reserved and granted in favor of Declarant, its successors and assigns, and the Master Association, for the benefit of its Members, their tenants, guests and invitees, over Tracts A

and B as set forth on the Plat of LPV 4 for purposes of the South Bay trail and pathway system within LPV 4. It is expressly understood that the South Bay trail and pathway system will utilize the roadways within LPV 4 as a portion of the trail and pathway system.

Section 13.6. Storm Water Conveyance Easement. An easement is hereby granted and reserved in favor of Declarant, its successors and assigns, and the LPV 4 Association, a Washington non-profit corporation, for the benefit of its Members and the property located in LPV 4, over Tracts A and B as shown on the Final Plat, to provide for storm water conveyance and maintenance.

Section 13.7. Easements Deemed Created. All conveyances of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 13, even though no specific reference to such easements or to this Article 13 appears in the instrument of such conveyance.

ARTICLE 14

RESTRICTIONS ON SHORELINE DEVELOPMENT AND REMOVAL OF VEGETATION

Section 14.1. Governmental Approval Required For Shoreline Development. Development within 200 feet of the ordinary high water mark or associated wetlands requires review by the Jefferson County Planning and Building Department. ~~In addition, Shoreline and other land use statutes, ordinances and regulations may apply to development on each Lot. The Owner is responsible for ensuring strict compliance with any such governmental regulations.~~

Section 14.2. Docks, Piers, Floats and Moorage Buoys. No docks, piers, floats and/or mooring buoys are permitted on or adjacent to any Lots.

Section 14.3. Building Restrictions. There shall be no construction of any buildings, structures, shelters or dwelling units seaward of the residential building setback line as set forth on the Plat of LPV 4. In addition to other building rules, regulations and guidelines established by the Architectural Review Committee, ~~exterior building materials shall be shingle or wood siding; paint colors shall be earth-tone; and roof materials shall be shake, shingle or earth-tone concrete tile.~~ These building restrictions shall be automatically amended, without subsequent recording of an amended or supplemental Declaration, to conform to any permitted modification or amendment to the Shoreline Permit affecting LPV 4.

Section 14.4. Bulkheads and Shore Defense Structures; Intertidal Areas. There shall be no construction of bulkheads or other shore defense structures within LPV 4. This restriction shall be automatically amended, without subsequent recording of an

amended or supplemental Declaration, to conform to any permitted modification or amendment to the Shoreline Permit affecting LPV 4. Intertidal areas shall be left in their natural condition.

Section 14.5. Restriction on Vegetation Removal Near Shoreline.

14.5.1 Purpose. Pursuant to the requirements set forth by Jefferson County, restrictions have been established for removal of vegetation near the shoreline within LPV 4. Each Owner, Resident, Occupant, Guest and/or Invitee is subject to the terms and conditions of these restrictions, which are contained within the vegetation management formula set forth in Exhibit B, attached hereto and incorporated herein by this reference. The vegetation management formula is designed to (1) enhance and preserve fisheries; (2) enhance and preserve residential views; (3) provide for management of surface water runoff; and (4) provide water quality protection.

14.5.2 RESTRICTIONS. IN CONFORMANCE WITH THE REQUIREMENTS OF THE VEGETATION MANAGEMENT PLAN, DECLARANT HAS REMOVED VEGETATION FROM EACH LOT PRIOR TO CONVEYANCE. NO FURTHER REMOVAL OF VEGETATION WITHIN THE AREA DESIGNATED IN THE VEGETATION MANAGEMENT PLAN IS PERMITTED OR APPROVED BY DECLARANT. ANY SUBSEQUENT REMOVAL OF VEGETATION WITHIN THIS AREA MUST BE IN STRICT CONFORMANCE TO THE VEGETATION MANAGEMENT PLAN AND SHALL REQUIRE THE PRIOR WRITTEN CONSENT OF THE JEFFERSON COUNTY PLANNING AND BUILDING DEPARTMENT. In addition, native shrubs, plants or trees shall be utilized for plantings seaward of the residential building setback line as set forth on the Plat of LPV 4.

14.5.3 Amendment to Specifications. It is expressly understood and agreed that the vegetation management formula in Exhibit B is intended to serve the purposes described in Section 14.5.1. It may be necessary or desirable to modify or otherwise amend the terms and conditions of the vegetation management formula from time to time to accomplish the purposes set forth herein. Accordingly, notwithstanding anything to the contrary herein, Declarant reserves the right to modify or otherwise amend the vegetation management formula set forth in Exhibit B at any time within three (3) years from the date this Supplemental Declaration is recorded; provided, however, that any modification or amendment by Declarant is subject to prior approval of Jefferson County.

ARTICLE 15

CONDEMNATION

Section 15.1. Actions and Awards. In the event proceedings are initiated by any governmental entity seeking to take eminent domain of the LPV 4 Association Land or Limited Common Areas, or any part thereof, or any interest therein, with a value as reasonably determined by the LPV 4 Association in excess of Ten

Thousand and No/100 Dollars (\$10,000.00), the LPV 4 Association shall give prompt notice thereof to all Members. The LPV 4 Association shall have full power and authority to defend in said proceedings, and to represent the Owners in any negotiations, settlements and agreements with a condemning authority for acquisition of the LPV 4 Association Land or Limited Common Areas, or any part thereof, but the LPV 4 Association shall not enter into any such proceedings, settlements or agreements pursuant to which all or any portion or interest in said properties, or improvements located thereon, are relinquished, without 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 LPV 4 Association to such repair and restoration of the LPV 4 Association Land or Limited Common Areas remaining, or improvements thereon, as the Board, in its discretion, shall determine. If the full amount of such award is not so expended, the LPV 4 Association shall disburse the net proceeds of such award to the Lot Owners. Each Lot will receive one (1) equal share, provided that the LPV 4 Association shall first pay out of the share of each Owner the amount of any unpaid assessment liens or charges on his Lot. No provision of this Supplemental Declaration shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee in the case of a distribution to an Owner of insurance proceeds or condemnation awards for losses to or taking of Lots, LPV 4 Association Land, Limited Common Areas, or any combination thereof.

ARTICLE 16

TERM; AMENDMENTS; TERMINATION

Section 16.1. Term; Method of Termination. This Supplemental 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 this Supplemental Declaration is recorded. From and after said date, this Supplemental Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Supplemental Declaration by the then Members casting ninety percent (90%) of the total votes at an election held for such purpose. No vote to terminate this Supplemental Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from all First Mortgagees. If the necessary votes and consents are obtained, the Board shall record a Certificate of Termination in the Jefferson County records. Thereupon this Declaration shall have no further force and effect.

Section 16.2. Amendments.

16.2.1 Declarant reserves the right to amend this Supplemental Declaration for a period of five (5) years from the date of recording said document;

16.2.2 Except as provided in Paragraph 16.2.1, which requires only the Declarant to execute the amendment, as long as there is a Class B Membership, this Declaration may be amended by obtaining approval of fifty-one percent (51%) or more of each class of Membership, provided that there shall also be full compliance with all other provisions herein.

16.2.3 Except as provided in Paragraph 16.2.1, when there is no longer a Class B Membership, this Supplemental Declaration may be amended by obtaining approval of sixty-seven percent (67%) of the total voting power of the LPV 4 Association, provided that there shall also be full compliance with all other provisions hereof.

16.2.4 Any amendment to this Supplemental Declaration shall be recorded with the Jefferson County Auditor as a Certificate of Amendment, duly signed and acknowledged by the President of the LPV 4 Association. The Certificate of Amendment shall set forth in full the amendment adopted, and except as provided in Sections 16.2.1 above and 16.3 below, shall certify that at an election duly called and held pursuant to the provisions of the Article and Bylaws, the Members casting the required percentages of the total voting power of the LPV 4 Association voted affirmatively for the adoption of the amendment. Notwithstanding the foregoing provisions, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

Section 16.3. Right to Amendment If Requested by Governmental Mortgage Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Supplemental Declaration to such an extent and with such language as may be requested by Governmental Mortgage Agencies and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Supplemental Declaration, or by any federally chartered lending institution as a condition precedent to lending funds on the security of any Lot(s). Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment duly signed by the authorized agents or officers of Declarant, as applicable, with their signatures acknowledged, specifying the Governmental Mortgage Agency, the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency

or institution.

ARTICLE 17

MISCELLANEOUS

Section 17.1. Interpretation of the Covenants. Except for judicial construction, the LPV 4 Association, through its Board, shall have the exclusive right to construe and interpret the provisions of this Supplemental Declaration. In the absence of any adjudication to the contrary, the LPV 4 Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

Section 17.2. Severability. Any determination by any court of competent jurisdiction that any provision of this Supplemental Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 17.3. Rule Against Perpetuities. If any interest purported to be created by this Supplemental Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest.

Section 17.4. References to the Covenants in Deeds. Deeds to and instruments affecting any Lot in LPV 4 may contain the covenants herein set forth by reference to this Supplemental Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 17.5. Successors and Assigns of Declarant. Any reference in this Supplemental Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

Section 17.6. Gender and Number. Wherever the context of this Supplemental Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 17.7. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Supplemental Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any

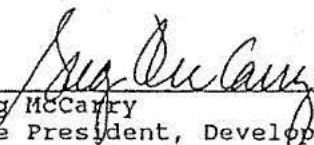
of the provisions hereof or to be used in determining the intent or context thereof.

Section 17.8. Notices. Unless otherwise required by the Governing Documents, notice of any meeting, action, or proposed action by the LPV 4 Association, Board, or any Committee to be given to any Owner shall be deemed satisfied if notice of such action of meeting is given in person or by regular mail, postage paid, not less than three (3) days prior to the date such notice is effective. Each Owner shall register his mailing address with the LPV 4 Association for the purposes of such notice. All notices, demands, or other notices intended to be served upon the Board of the LPV 4 Association shall be sent by certified mail, postage prepaid, to the business office of the LPV 4 Association. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice required in any other manner.

IN WITNESS WHEREOF, POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP, has hereunto caused its authorized officials to execute this Declaration as of the day and year first above-written:

POPE RESOURCES, A DELAWARE
LIMITED PARTNERSHIP, Declarant,

By: _____


Greg McCarray
Vice President, Development

STATE OF WASHINGTON)
 J. H. Jensen) ss.
County of Kitsap)

On this 22 day of February, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George H. Falquet, to me known to be the ^{VICE PRESIDENT} President of Pope MGP, Inc., a Delaware Corporation, which is known to me to be the General Partner of Pope Resources, A Delaware Limited Partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Mary H. Corbett / Mary H. Corbett
NOTARY PUBLIC in and for the
State of Washington, residing
at KINCSTON
My commission expires 27-94

Exhibit "A"

LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M. IN JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N00°17'14"E ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 1189.60 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 36, LUDLOW POINT VILLAGE DIV. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGES 119 THRU 125, RECORDS OF SAID JEFFERSON COUNTY AND THE TRUE POINT OF BEGINNING; THENCE S06°17'14"W ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 239.28 FEET TO THE NORTHERLY MARGIN OF PROPERTY CONVEYED TO JEFFERSON COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 327619; THENCE S00°17'14"W 5.00 FEET TO A POINT ON A CURVE, THE CENTER WHICH BEARS S00°22'38"W 275.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 7°19'21", AN ARC DISTANCE OF 35.15 FEET; THENCE S83°03'17"W 71.81 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, THRU A CENTRAL ANGLE OF 16°48'35", AN ARC DISTANCE OF 66.01 FEET; THENCE N80°08'08"W 133.60 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, THRU A CENTRAL ANGLE OF 20°49'46", AN ARC DISTANCE OF 99.97 FEET; THENCE S79°02'06"W 151.15 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, THRU A CENTRAL ANGLE OF 03°23'29", AN ARC DISTANCE OF 34.03 FEET; THENCE S82°25'35"W 91.37 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THRU A CENTRAL ANGLE OF 104°04'00", AN ARC DISTANCE OF 45.41 FEET; THENCE N06°29'35"E 121.26 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, THRU A CENTRAL ANGLE OF 42°32'41", AN ARC DISTANCE OF 107.67 FEET; THENCE N01°44'39"E TO THE SOUTHERLY OF THE LINE OF ORDINARY HIGH WATER AS ESTABLISHED AT 9.1 FEET (DATUM: U.S. COAST AND GEODETIC SURVEY); THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHWESTERLY LINE OF SAID LUDLOW POINT VILLAGE DIV. 1; THENCE S25°54'08"E ALONG SAID SOUTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M. IN JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N00°17'14"E ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 509.51 FEET TO A POINT ON THE NORTHERLY MARGIN OF PARADISE BAY ROAD RIGHT OF WAY, ALSO KNOWN AS COUNTY ROAD NO. 6, AS CONVEYED BY DEEDS RECORDED IN VOLUME 1 OF ROAD WARRIORS, PAGE 31 AND DEED RECORDED UNDER AUDITOR'S FILE NO. 191398 AND THE TRUE POINT OF BEGINNING; THENCE N00°17'14"E ALONG SAID EAST LINE 385.80 FEET TO A POINT WHICH BEARS N00°17'14"E 5.00 FEET FROM THE SOUTHERLY MARGIN OF PROPERTY CONVEYED TO JEFFERSON COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 327619, SAID POINT BEING A POINT ON A CURVE, THE CENTER WHICH BEARS S00°23'50"W 225.00 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 7°20'33", AN ARC DISTANCE OF 28.83 FEET; THENCE S83°03'17"W 71.81 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, THRU A CENTRAL ANGLE OF 16°48'35", AN ARC DISTANCE OF 80.68 FEET; THENCE N80°08'08"W 133.60 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, THRU A CENTRAL ANGLE OF 20°49'46", AN ARC DISTANCE OF 81.80 FEET; THENCE S79°02'06"W 151.15 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, THRU A CENTRAL ANGLE OF 3°23'29", AN ARC DISTANCE OF 36.99 FEET; THENCE S82°25'35"W 300.58 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1025.00 FEET, THRU A CENTRAL ANGLE OF 3°59'35", AN ARC DISTANCE OF 71.43 FEET; THENCE S03°34'50"E 40.00 FEET; THENCE S60°28'39"W 195.21 FEET; THENCE S89°11'07"W 70.00 FEET; THENCE S00°48'53"E 140.00 FEET TO THE NORTHERLY MARGIN OF SAID PARADISE BAY ROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING.

POOR QUALITY FOR FILMING

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, IN SAID JEFFERSON COUNTY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N00°17'14"E ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 1189.69 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 36, LUDLOW POINT VILLAGE DIV. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGES 119 THRU 125, RECORDS OF SAID JEFFERSON COUNTY AND THE TRUE POINT OF BEGINNING; THENCE S00°17'14"W ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 239.28 FEET TO THE NORTHERLY MARGIN OF PROPERTY CONVEYED TO JEFFERSON COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 327619; THENCE ALONG THE NORTHERLY AND WESTERLY MARGIN OF SAID PROPERTY THE FOLLOWING DESCRIBED CURVES, COURSES AND DISTANCES: SAID POINT BEING A POINT ON A CURVE, THE CENTER WHICH BEARS S00°22'33"W 280.00 FEET, THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, THRU A CENTRAL ANGLE OF 12°10'15", AN ARC DISTANCE OF 59.48 FEET; THENCE S77°27'12"E 15.75 FEET TO A POINT OF CURVE, THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THRU A CENTRAL ANGLE OF 81°47'40", AN ARC DISTANCE OF 35.69 FEET TO A POINT OF REVERSE CURVE, THE CENTER WHICH BEARS S69°14'52"E 360.35 FEET, THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THRU A CENTRAL ANGLE OF 1°24'32", AN ARC DISTANCE OF 8.85 FEET TO A POINT OF REVERSE CURVE, THE CENTER WHICH BEARS N67°50'20"W 643.46 FEET, THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 14°03'48", AN ARC DISTANCE OF 157.94 FEET TO THE NORTHERLY CORNER OF SAID PROPERTY CONVEYED TO JEFFERSON COUNTY; THENCE LEAVING SAID WESTERLY MARGIN N08°05'52"E ALONG THE WEST MARGIN OF SOUTH BAY ROAD AS ESTABLISHED IN THE PLAT OF LUDLOW POINT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SAID JEFFERSON COUNTY A DISTANCE OF 5.94 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 36, LUDLOW POINT VILLAGE DIV. 1; THENCE N65°54'08"W 160.00 FEET TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 36; THENCE N25°54'08"W 2.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, IN SAID JEFFERSON COUNTY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE N00°17'14"E ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 509.51 FEET TO A POINT ON THE NORTHERLY MARGIN OF PARADISE BAY ROAD RIGHT OF WAY, ALSO KNOWN AS COUNTY ROAD NO. 6, AS CONVEYED BY DEEDS RECORDED IN VOLUME 1 OF ROAD WATERS, PAGE 31 AND DEED RECORDED UNDER AUDITOR'S FILE NO. 191398 AND THE TRUE POINT OF BEGINNING; THENCE S89°04'57"E ALONG SAID NORTHERLY MARGIN 80.83 FEET TO THE WESTERLY MARGIN OF PROPERTY CONVEYED TO JEFFERSON COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 327619; THENCE ALONG THE WESTERLY AND SOUTHERLY MARGIN OF SAID PROPERTY THE FOLLOWING DESCRIBED CURVES COURSES AND DISTANCES: SAID POINT BEING A POINT ON A CURVE, THE CENTER WHICH BEARS N00°55'03"E 25.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET; THENCE N00°55'03"E 131.91 FEET TO A POINT OF CURVE, THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, THRU A CENTRAL ANGLE OF 19°30'00", AN ARC DISTANCE OF 49.35 FEET TO A POINT OF REVERSE CURVE, THE CENTER WHICH BEARS N71°25'03"E 360.35 FEET, THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THRU A CENTRAL ANGLE OF 22°55'25", AN ARC DISTANCE OF 144.17 FEET TO A POINT OF REVERSE A CURVE, THE CENTER WHICH BEARS N85°39'32"W 25.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 81°47'40", AN ARC DISTANCE OF 35.69 FEET; THENCE N77°27'12"W 15.75 FEET TO A POINT OF CURVE, THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET, THRU A CENTRAL ANGLE OF 12°08'48", AN ARC DISTANCE OF 46.64 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE S00°17'14"W ALONG SAID WEST LINE 380.80 FEET TO THE TRUE POINT OF BEGINNING.

STATE OF WASHINGTON 88
COUNTY OF JEFFERSON

THIS IS TO CERTIFY that the document to which this certificate is affixed, is a true and correct copy as the same appears on record in the office of the Jefferson County Auditor.

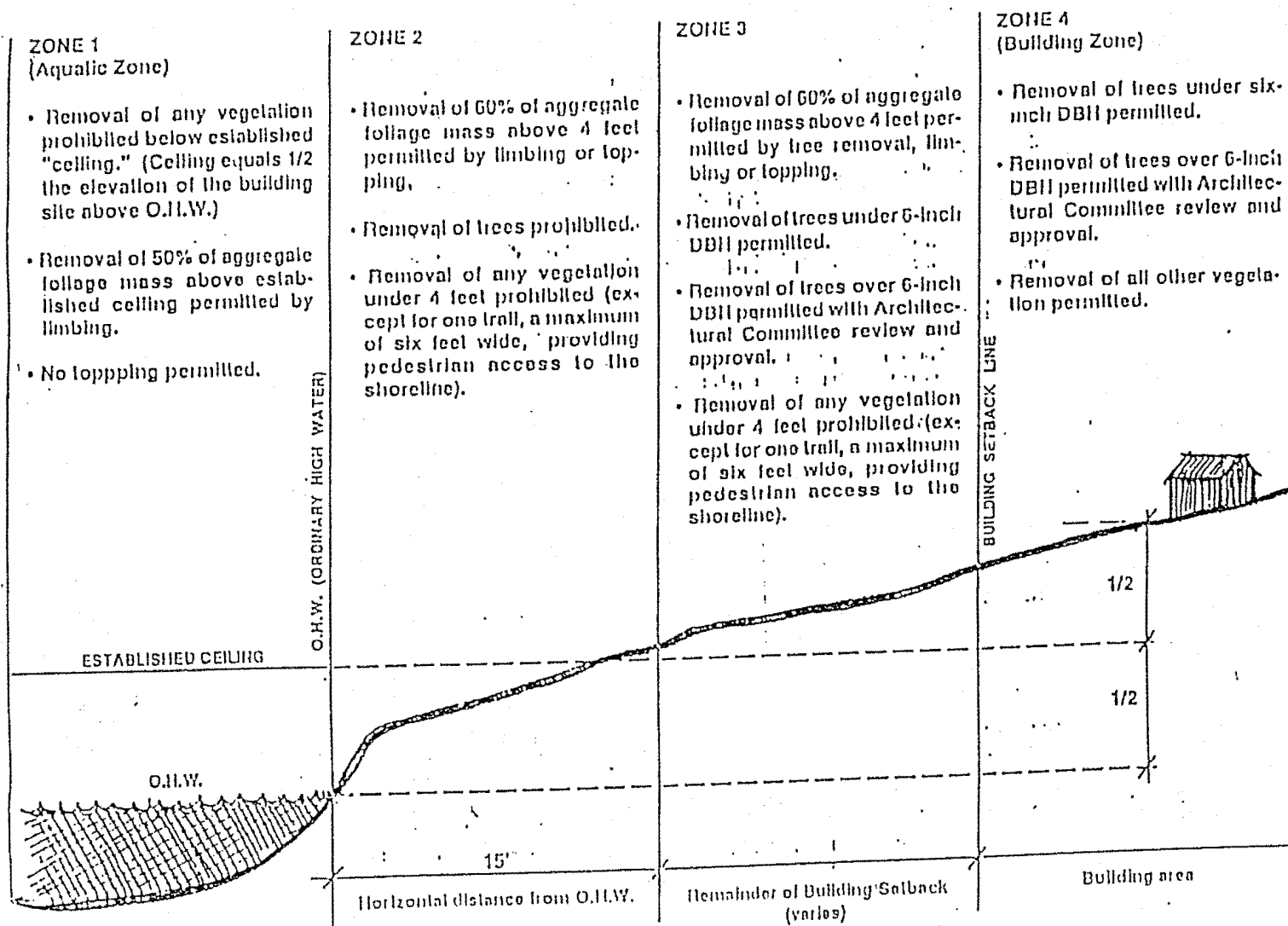
WITNESS WHEREOF, I hereunto set my hand and the Seal of Said County.

MARY E. GABOURY, Auditor.

By: *[Signature]* Deputy
Date: 4/19/94

VEGETATION MANAGEMENT FORMULA

EXHIBIT "B"



POOR QUALITY FOR FILMING

VOL 448 979