

**2006 AMENDMENT AND RESTATEMENT OF PROTECTIVE COVENANTS  
FOR LESTER MCFARLAND FARM**

The undersigned owners of more than 51% of the property subject to the covenants described below, hereby agree and consent to amend and modify the restrictive covenants which apply to their real property.

**RECITALS**

The parties recite and declare:

- A. They are the present owners of real property located within the Lester McFarland Farm, which was developed by Lester and Anne Belle McFarland, legally described as;

LOTS 1 AND 3 THROUGH 64 OF LESTER MCFARLAND FARM, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 74, RECORDS OF CLALLAM COUNTY, WASHINGTON, AND SUBDIVISIONS THEREOF.

- B. Said property is subject to a Declaration of Protective Covenants for Lester McFarland Farm, recorded on March 15, 1973 at Volume 396, page 568, under Clallam County Auditor's File No. 420937, with the stated purpose of maintaining a good, restricted character for the Lester McFarland Farm.
- C. The said protective covenants were amended by Amendment to Protective Covenants for Lester McFarland Farm, recorded on July 27, 1973 at Volume 406, page 386, under Clallam County Auditor's File No. 425423.
- D. Said covenants provide that they "may be changed in whole or in part at any time upon express concurrence of the majority (51%) of all parcel owners in The Lester McFarland Farm."
- E. The undersigned owners desire to change and amend said covenants as set forth herein and hereby agree to and consent to the following amendment, which shall amend, restate and supersede in their entirety those certain Protective Covenants recorded under Clallam County Auditor's File No. 420937, and amendments thereto recorded under Auditor's File No. 425423.

**ARTICLE 1. DEFINITIONS**

For the purposes of this Amendment and Restatement of Protective Covenants and any amendments hereto, the following definitions shall apply.

**1.1 Association** shall mean the McFarland Farm Property Owners Association, a non-profit corporation to be formed by the Board after the recording of this amendment and Restatement of Protective Covenants.

**1.2 Board** shall mean the Board of Directors of the Association. The initial members of the board of directors, who shall serve until their successors are elected, are:

Lorenz Perry	120 Lester Way, Sequim, WA 98382
Judith Adams	64 Lester Way, Sequim, WA 98382
Sandra Haley	4923 Happy Valley Road, Sequim, WA 98382
Terry Coe	611 McFarland Dr., Sequim, WA 98382
James L. Philbrick	1044 McFarland Dr., Sequim, WA 98382

**1.3 Declaration** shall mean the Amendment and Restatement of Protective Covenants, as it may from time to time be amended.

**1.4 Lot** shall mean of the properties identified in Paragraph A. above.

**1.5 Member** shall mean each Owner entitled to membership in the Association pursuant to the provisions of Article 2.

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

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

## **ARTICLE 2. THE ASSOCIATION**

The association shall fulfill its functions according to the following provisions:

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

**2.2 Voting Rights.** Each Owner of one or more Lots shall be entitled to one vote per Lot owned. When more than one person or entity shares ownership of a Lot, the vote shall be exercised as they determine among themselves. The Association shall act upon majority vote.

**2.3 Proxy voting.** All Owners may vote in person or by proxy. Proxies shall be in writing, signed by the Owner, and filed with the Board of Directors. The last Owner of Record shall be entitled to vote until the Board of Directors has received annual notice of the conveyance by the new Owner.

**2.4 Suspension of voting rights.** The rights of any member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice of hearing, for a period not to exceed sixty (60) days for any infraction of any protective covenants set forth herein.

**2.5 Powers.** The association shall hold and apply all funds received by it for the Owners in accordance with the provisions of this Declaration and the Bylaws and in accordance with RCW 64.38 (Homeowners Associations).

**2.6 Board of Directors.** The Board of Directors (Board) shall be the governing body of the Association. The Board shall consist of not less than five (5) members. In the event any dispute or any question of interpretation or application of the provisions of the Declaration and Bylaws, the determination thereof by the Board of Directors shall be final and binding on each of such Owners.

**2.7 Annual and Special Meetings.** There shall be an annual meeting of the members of the Association each year at such reasonable place and time as may be designated by the Board no less than ten (10) days after written notice from the Board to each Owner. Special meetings of the Association may be called at any time by the President, or a majority of the Board, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose, at such reasonable place and time as may be designated by no less than ten (10) days written notice.

**2.8 Bylaws.** The Board of Directors of the Association may adopt the Bylaws for the governing of the affairs of the Association, the holding of meetings thereof, and may specify therein the composition and duties of the Board of Directors. The Bylaws may be amended by the Board of Directors.

### ARTICLE 3. POWERS AND DUTIES OF THE ASSOCIATION

- 3.1 Enforcement.** The Association may enforce the provisions of this Declaration, the Articles or Bylaws of the Association and any rules it may adopt.
- 3.2 Insurance.** The Association may obtain and maintain insurance coverage as it deems advisable.
- 3.3 Employment.** The Association may employ persons or entities as it deems advisable to further Association business.
- 3.4 Legal Action.** The Association may initiate or defend all forms of lawsuits or other proceedings as may be necessary to advance or protect the interests of the Association. The Association may pay reasonable attorney's fees and costs for such activities.

### ARTICLE 4. DUES AND ASSESSMENTS

- 4.1 Authority.** The Association shall have the authority to establish annual dues against lots for payment of costs of performing the duties established in this declaration. All assessments shall be allocated equally per lot
- 4.2 Amount of Annual Dues.** The initial annual dues shall be Fifty Dollars (\$50) per lot for the calendar years of 2007 and 2008. Thereafter, the Association shall prepare and adopt a budget. The Association shall also prepare a statement of anticipated needs for each year that includes a reserve fund for unexpected expenses. The amount of the annual dues shall be based upon an analysis of the expenditures of the previous year and the projected expenses during the budget year.
- 4.3 Special Assessment.** If an Owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may take remedial action upon sixty (60) days advance written notice to the owner. The Association may levy a special assessment against the Lot for the cost of the remedial action, including attorney's fees and court costs incurred in seeking injunctive or declaratory relief.
- 4.4 Annual Bills.** The dues invoice shall cover a calendar year. The invoice shall be mailed in December. The balance shall be due on February 1<sup>st</sup> of the following year. Dues more than ten (10) days shall be delinquent. Delinquent balances will bear interest at the highest legal rate allowed by RCW 19.52.020. Delinquent balances shall be a continuing lien on the Lot. They shall also be the personal obligation of the Owner of the Lot. The lien may be enforced and foreclosed in the same manner that mortgages are foreclosed in Washington. Additionally, the Association may initiate legal action against the Owners personally and shall be entitled to recover attorney's fees and court costs incurred to collect the balance.
- 4.5 Subordination of Lien to First Mortgages.** All liens of assessment shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure, shall extinguish the assessment lien as to installments that become due prior to the effective date of the sale or transfer of acquisition by the mortgagee. No assessment liability shall accrue to an acquiring Mortgagee except with respect to installments or assessments becoming due after possession has passed to the acquiring mortgagee. No sale, transfer or acquisition shall relieve an Owner from personal liability for any assessments that accrued before the conveyance.

### ARTICLE 5. PROTECTIVE COVENANTS

- 5.1 Dwelling Unit.** No Lot shall be used except for residential purposes. No dwelling unit shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, an attached garage and related outbuildings.

- 5.2 Minimum Lot Size.** No lot shall be divided into parcels or sites of less than two acres each, exclusive of road easements or road rights of way.
- 5.3 Dwellings.** Each Parcel of two acres or more may contain no more than one single family dwelling of the following types:
- 5.3.1** A permanent structure of conventional design, incorporating an enclosed living area of not less than 960 square feet. Any building, dwelling or outbuilding, erected or placed upon any parcel in the plat, must present a finished external appearance within one year from beginning of construction.
- 5.3.2** Modular or manufactured homes, but only if not more than two years old from date of manufacture, with an enclosed floor area of not less than 720 square feet, exclusive of open entries, porches, garages or outbuildings. Any such modular or manufactured home must be skirted and present a fixed appearance within six months from the date it was placed upon the property. This restriction shall not apply to modular or manufactured homes presently existing on any lot.
- 5.4 Temporary dwellings.** A travel trailer or mobile home unit of less than 720 square feet of enclosed living area may be placed upon a lot and occupied during the construction period of a permanent dwelling. When the permanent dwelling is completed, or at the end of one year, whichever is sooner, such unit shall be disconnected from all utilities and either removed from the property or stored unoccupied and as inconspicuously as possible for travel use only.
- 5.5 Water.** At no time shall water diverted from the Lester McFarland farm be piped off the Lester McFarland Property.
- 5.6 Fences.** Fences shall be no more than six (6) feet in height.
- 5.7 Building Set Backs.** Building set backs from property lines shall be in conformance with the Clallam County Code.
- 5.8 Objectionable Use of Property.** No objectionable, illegal or offensive use of land shall be carried on or permitted upon, any parcel, nor shall anything be done thereon which may become an annoyance to the neighborhood. This restriction is intended to include such items as unused autos or auto bodies, or anything which constitutes unsightly clutter. Motorized vehicles such as motorcycles and all-terrain vehicles must be properly muffled and used only for transportation on driveways and common roadways to and from public roadways. Other use of such vehicles on any of the lots shall be considered a noxious and offensive activity. The discharging of firearms shall similarly be determined to be noxious, offensive and a nuisance.
- 5.9 Livestock.** Livestock, poultry and pets may be kept, except that no animals, poultry or pets of any kind shall be kept in a quantity or manner that will create a nuisance and/or create objectionable noise or odor. None of the above will be allowed to roam from the premises of the owner unaccompanied.
- 5.10 Easements.** Easements are hereby reserved under, over and across a right-of-way five (5) feet in width on each side of the boundary lines of any lot that is sold. This easement is for the installation, replacement and maintenance of water, telephone, electrical, gas or other utility lines, and for the installation, replacement and maintenance of sewer lines. All such utility easements shall at all times remain clear of obstacles for the purpose of permitting the use of the same by service personnel, but such easements are not intended for and shall not be used in general access way

**5.11 Maintenance of Exteriors and Premises.** In the event that the appearance of any parcel, or of any structure thereon, is allowed by the owner to become or remain unsightly, the Association shall have the right to enter upon such parcel and to repair, maintain and restore the lot and the exterior of any buildings or other improvements thereon, if the owner thereof shall fail to respond in a reasonable manner within 60 days after mailing of notice by certified mail, to the last known address of the owner. The cost of such repair, maintenance or restoration shall be assessed against the owner, and the Association shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law.

**5.12 Utility Lines.** All water, telephone, electrical, gas or other utility lines of whatever kind shall be installed and maintained underground, excepting that transformers, hydrants and other service points may be installed at ground level where such installation is necessary. No light poles or individual lighting of a height in excess of 10 feet are permitted excepting street lighting, if installed.

**5.13 Sanitation.** All garbage containers shall be of a type and kind acceptable and approved by the refuse collector, and no garbage shall be suffered to be stored in the platted area except in such containers, and shielding from public view. No dwelling unit shall be occupied unless and until said unit shall be connected to a sewage disposal system approved by the Clallam County Department of Health or its successor.

**5.14 Signs and Billboards.** No signs and billboards of any description, except public noticed required by law, shall be erected or displayed upon any lot or road excepting usual and ordinary name and address signs, and one "For Sale" sign of not more than six (6) square feet in area.

**5.15 General Conditions.**

**5.15.1 Commerce.** No Business activity shall be permitted that changes the residential appearance of the residence or increases traffic or is not permitted by the Clallam County Code. No business signs are allowed.

**5.15.2 House Numbers.** Each house shall have an address number displayed on the street side of the home easily visible from the street.

**5.15.3 Precedence of Protective Covenants and Restrictions.** The Protective Covenants and Restrictions take precedence over the County's restrictions of a like nature if the requirements are more restrictive.

**ARTICLE 6. AMENDMENTS**

Any owner may propose amendments to these covenants and restrictions. Proposed amendments shall be submitted to the Association for consideration. Notice of the meeting at which an amendment is to be considered shall be given to all Owners. The notice shall include the text of the proposed amendment. Amendments may be adopted by the Association upon a 51% majority vote by those Owners present at the meeting, in person or by proxy. An adopted amendment shall become effective when a certificate signed by the Board of Directors certifying its adoption has been recorded with the Clallam County Auditor.

**ARTICLE 7. BINDING EFFECT**

This Amendment and Restatement of Protective Covenants, the conditions, restrictions and easements contained herein shall be for the benefit of and appurtenant to and run with the land above-described, as it now exists or is hereafter divided.

**ARTICLE 8. ATTORNEY’S FEES AND COSTS**

In any action brought against any lot owner to enforce any term, condition or covenant herein contained, the prevailing party shall be entitled to recover, in addition to costs, a reasonable sum fixed by the court as and for attorney fees.

**ARTILE 9. INVALIDATION**

Invalidation of any of these covenants by a judgment of any court or competent jurisdiction shall in no wise effect any of the other provisions which shall remain in full force and effect.

**ARTICLE 10. COUNTERPARTS**

This document may be signed in counterparts and the signature pages attached to one original document for recording purposes

\_\_\_\_\_  
State of Washington  
County of Clallam

I know or have personal evidence that \_\_\_\_\_ and \_\_\_\_\_ is/are  
The person(s) who appeared before me and acknowledged that he/she/they signed this Amendment  
And Restatement Of Protective Covenants For Lester McFarland Farm and acknowledged it to be  
his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_, 2006

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

**ADVISE**

**The 2006 Amendment and Restatement of Protective Covenants for Lester McFarland Farm has been retyped in this format for easier reading by the members of the McFarland Farm Property Owners Association and/or their Renters or Caretakers. None of the original typed verbal content has been changed, altered or otherwise distorted to reflect anything other than that which was typewritten in the original 2006 Document. The original and/or amended documents pertaining to Lester McFarland Farm and/or the McFarland Farm Property Owners Association are available for public viewing at the Clallam County Auditors Office. Auditors File Numbers for all documents referenced in this retyped version can be found on page one (1) within the Recitals section.**

**The following 2008, 2-page document and 2010, 3-page document are Amendments to the 2006 Covenants of Lester McFarland Farm and are photocopies of the original documents.**

### AMENDMENT TO COVENANTS OF LESTER McFARLAND FARM

The undersigned, being all of the directors of McFarland Farm Property Owners' Association, hereby certify that the following amendments to the "Amendment and Restatement of Protective Covenants for Lester McFarland Farm", recorded on January 19, 2007 under Clallam County recording number 2007 1194810, were duly approved by the Owners in conformance with Article 6 of said amended and restated covenants.

Paragraph 5.1 is amended to read as follows:

- 5.1. **Dwelling Unit.** No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, a garage and related outbuildings customarily appurtenant to rural residences. Mobile, manufactured or modular homes, or travel trailers, may not be used as outbuildings. If a dwelling is replaced, the old dwelling shall be removed within 90 days of placement of the new dwelling.

Paragraph 5.10 is amended to read as follows:

*Amended 2010  
see enclosure*


5.10 **Easements.** Easements are hereby reserved under, over and across a right-of-way five (5) feet in width on each side of the boundary lines of any lot that is sold. This easement is for the installation, replacement and maintenance of water, telephone, electrical, gas or other utility lines, and for the installation, replacement and maintenance of sewer lines. All such utility easements shall at all times remain clear of obstacles for the purpose of permitting the use of the same by service personnel, but such easements are not intended for and shall not be used as a general access way.


No Lot owner shall grant an access easement to an adjacent property which is not a part of LESTER McFARLAND FARM, which would provide ingress or egress onto any street within LESTER McFARLAND FARM.

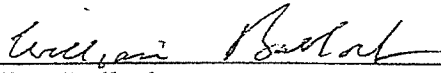
Paragraph 5.14 is amended to read as follows:

5.14 **Signs and Billboards.** No signs or billboards of any description shall be erected or displayed upon any lot or road excepting:

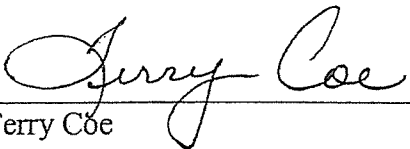
- 5.14.1 Public notices required by law.
- 5.14.2 Usual and ordinary name and address signs,
- 5.14.3 One "For Sale" sign of not more than six (6) square feet in area,
- 5.14.4 "No Hunting" or "No Trespassing" signs of not more than one square foot in size, posted not more than one sign every 100 feet along property lines, and
- 5.14.5 Not more than five (5) political signs on each parcel, of not more than six square foot each, and which shall be displayed not more than 60 days prior to an election and must be removed within seven days after an election. Signs which are not in compliance may be removed by the Association.

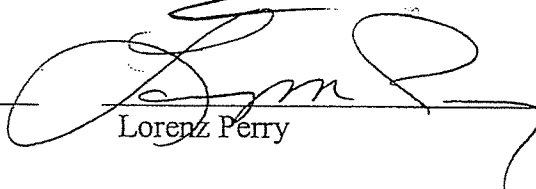
  
\_\_\_\_\_  
J. L. Philbrick

  
\_\_\_\_\_  
Noreen O'Neill

  
\_\_\_\_\_  
William Bullock

  
\_\_\_\_\_  
William Darby

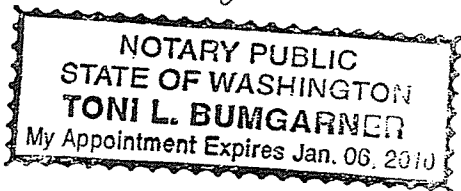
  
\_\_\_\_\_  
Terry Coe

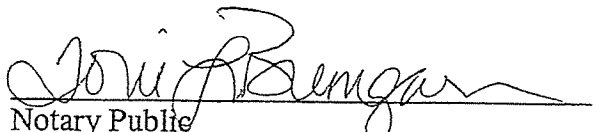
  
\_\_\_\_\_  
Lorenz Perry

State of Washington  
County of Clallam

I certify that I know or have satisfactory evidence that J. L. Philbrick, Noreen O'Neill, William Bullock, William Darby, Terry and Lorenz Perry are the persons who appeared before me, and acknowledged that they were all of the current members of the board of directors of McFarland Farm Property Owners' Association, and that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 15, 2008.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 1-6-10



**AFTER RECORDING RETURN TO:**

Alan E. Millet, P.S.  
P.O. Box 1029  
Sequim, WA 98382

**AMENDMENT TO COVENANTS OF LESTER McFARLAND FARM**

The undersigned, being all of the directors of McFarland Farm Property Owners' Association, hereby certify that the following restatement and amendment to the "Amendment To Covenants of Lester McFarland Farm, recorded on May 19, 2008, under Clallam County recording number 2008-1221170, were duly approved by the Owners in conformance with Article 6 of the Amendment and Restatement of Protective Covenants for Lester McFarland Farm, recorded on January 19, 2007, under Clallam County recording number 2007 1194810.

Paragraph 5.1 is amended to read as follows:

5.1 **Dwelling Unit.** No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, a garage and related outbuildings customarily appurtenant to rural residences. Mobile, manufactured or modular homes, or travel trailers, may not be used as outbuildings. If a dwelling is replaced, the old dwelling shall be removed within 90 days of placement of the new dwelling.

Paragraph 5.10 is amended to read as follows:

5.10.1 **Easements.** Easements are hereby reserved under, over and across a right-of-way five (5) feet in width on each side of the boundary lines of any lot that is sold. This easement is for the installation, replacement and maintenance of water, telephone, electrical, gas or other utility lines, and for the installation, replacement and maintenance of sewer lines. All such utility easements shall at all times remain clear of obstacles for the purpose of permitting the use of the same by service personnel, but such easements are not intended for and shall not be used as a general access way.

Except as specifically set forth herein, no Lot owner shall grant an access easement to an adjacent property which is not a part of LESTER McFARLAND FARM, which would provide ingress or egress onto any street within LESTER McFARLAND FARM. However, notwithstanding anything to the contrary set forth in this Amendment to Covenants of Lester McFarland Farm, or the Amendment and Restatement of Protective Covenants for Lester McFarland Farm, described above, the owner(s) of Lot 47 shall have the right, power and authority to grant an ingress, egress, access and utility easement over the south forty feet (40') of Lot 47 for the benefit of adjoining property to the West not located within Lester McFarland Farm currently landlocked with no public access, legally described as follows: The East 200 Feet of the Northeast Quarter of the Southeast Quarter of Section 36, Township 30 North, Range 4 West, W.M., Clallam County, Washington.

Paragraph 5.14 is amended to read as follows:

5.14 **Signs and Billboards.** No signs or billboards of any description shall be erected or displayed upon any lot or road excepting:

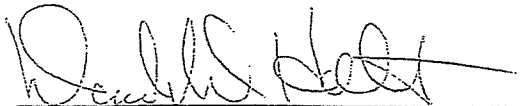
5.14.1 Public notices required by law.

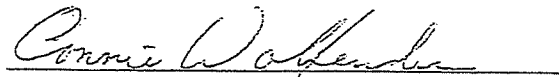
5.14.2 Usual and ordinary name and address signs,

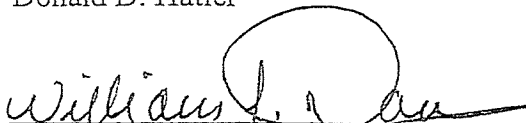
5.14.3 One "For Sale" sign of not more than six (6) square feet in area,


5.14.4 "No Hunting" or "No Trespassing" signs of not more than one square foot in size, posted not more than one sign every 100 feet along property lines, and

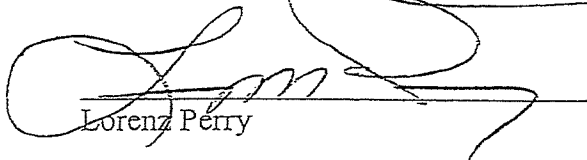
5.14.5 Not more than five (5) political signs on each parcel, of not more than six square foot each, and which shall be displayed not more than 60 days prior to an election and must be removed within seven days after an election. Signs which are not in compliance may be removed by the Association.

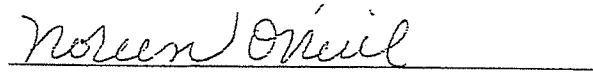
  
Donald D. Hatler

  
Connie Wolfenden

  
William Darby

  
Sidney Rohlman

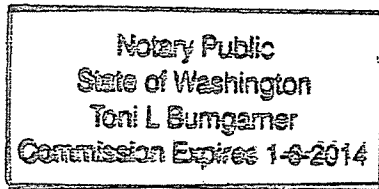
  
Lorenz Perry

  
Noreen O'Neill

STATE of WASHINGTON )  
 ) ss.  
County of Clallam )

I certify that I know or have satisfactory evidence that Noreen O'Neill, Donald D. Halter, Connie Wolfenden, William Darby, Sidney Rohlman and Lorenz Perry are the persons who appeared before me, and acknowledged that they were all of the current members of the board of directors of McFarland Farm Property Owners' Association, and that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of April, 2010.



Toni L. Bumgarner  
Printed Name

Toni L. Bumgarner  
Notary Public in and for the State of  
Washington, residing at Port Angeles  
My commission expires: 1-6-14

