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Page: 2 of 4
02/12/2007 04:04P
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Jefferson County Aud CHARLES & KATHY HOUG

AFTER RECORDING MAIL TO:

Charles Hough
4105 Jackman
Port Townsend, WA 98368

February 12, 2007

To: Jefferson County Auditor

**Subject: Amendments to the Declaration of Covenants, Conditions and Restrictions of
Lynnesfield Planned Unit Development**

Resulting from the Homeowners Association meeting on October 10, 2006 and a majority
vote it was agreed certain amendments, conditions and additions be made and recorded.

Article III – Section 3 – Subsection 14 – Landscaping

Add: Landscaping of the street side of the property owner's yard is required. Street side
landscaping of each new residence must be completed within twelve (12) months of
closing date.

Article III – Section 11 – Vehicle Parking

Add: Vehicles, boats, trailers, etc. shall be garaged or parked on a driveway or on a
suitable paved or gravel surface. Automobiles shall be parked on a suitable paved or gravel
surface. This includes the driveway, garage, or the public right-of-way in front of the
residence.

Article III – Section 12 – Timeline for construction

Add: All new construction of dwelling shall be completed within twelve (12) months of
the building permit. This includes exterior paint and trim. (Color is per Article III, Section
3, Subsection 12 and colors are to be submitted to the Paint Committee for approval).

Article III – Section 13 – Exterior Home Maintenance

Add: When a home's siding/trim has become "unsightly" as deemed by the Board and/or
Special Committee, a notice will be sent to the property owner and the unit in question is
to be re-painted/re-stained within a timely manner (depending on the time of year and
current weather conditions).

Article III – Section 19 – ADU Parking

Property owners whose units contain an Accessory Dwelling Unit must provide parking for the ADU occupant(s) vehicle(s). Provision is to consist of off-street parking on a suitable paved or gravel surface or in an attached garage.

Article III – Section 20 – Safe Usage of Streets and Trails

To ensure safe usage of all streets and trails within the Lynnesfield HOA, skateboarding, roller-skates, rollerblades, bicycling and other multi-wheeled devices are considered “vehicles of transportation” and as such are governed by the same guidelines as all road vehicles. Jump ramps are not permitted on any streets, trails or driveways, racing at speeds in excess of the posted 25 mph is not allowed, and slowing down for safe passage through intersections is required. Parents/Legal Guardians of Minors are responsible for any damages/injuries incurred by or as a result of said minor not complying

Article III - Section 21 – Storage

Neighborhood appearance is important to maintain. Therefore (including but not limited to) Boats, RV’s, Campers, Trailers (of any size), Trash cans and Recycle bins, Wood, Ladders, etc. shall be screened from view from adjoining street(s) or public trail(s) to the owner’s property. In situations where said items cannot be screened from view by placing behind the residence, then it is the responsibility of the homeowner to provide screening in such a manner that is not inconsistent with other provisions of the CC & R’s. The materials used for the screening shall be approved by the (Board, Committee, etc.) so as to ensure consistency with the general development scheme of the Lynnesfield Homeowners Association.

Article III – Section 22 – Tool and Garden Sheds

Tool and garden sheds are to be constructed of cedar shingles, wood siding, or Hardy Plank siding and stained or painted to match the dwelling of the property they are located on. Flooring can be a cement pad, block, gravel, or wood. No aluminum, vinyl, T-111, metal or stucco siding is allowed. Shed can not be nearer than five (5) feet to any side lot line. These are for the usage of storage and are not to be used as a dwelling unit.

Article VI – Section 2 – Enforcement

Add: The Homeowner’s Association is governed by RCW 64.38 et. seq. (Running Covenant with Land). An Association, it is an independent legal entity and has the powers enumerated in the statute and the by-laws. The CC&R’s represent a covenant and a contract between the individual property owners and the Association. Any violation of the CC&R’s by an owner(s) is considered a breach of covenant and contract and the Association has the ability to sue them for specific performance (i.e., compliance with the CC&R’s). If a Judge does not award the Association specific performance against the property owner(s), the Association has the option of obtaining money damages for a breach of contract. The Association may place a lien against the real property to realize the judgment.



520368

Page: 4 of 4
02/12/2007 04:04P
AMEND 35 00

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Resolution: When the Association is required to take any legal action to enforce the CC&R's against a property owner(s) (i.e., member), and the Association prevails in its action, all cost/fees associated with that action will be paid by the owner(s) who committed the offense. If they do not pay the fees, a lien for the amount of the action will be placed against their property.

Charles Hough, President

Robert Kampmann, Vice-President

Virginia King, Secretary