

COVENANTS
AND
BY-LAWS

DUNGENESS MEADOWS
HOME OWNERS
ASSOCIATION

The following "Index", "Covenants" and "By-Laws" are true copies of the original archived documents. These copies were made on June 7, 1996.

INDEX for COVENANTS
DUNGENESS MEADOWS HOMEOWNERS ASSOCIATION

ACQUISITION of DONATED PROPERTY	Article 11	Paragraph 2	Page 3
BORROWING MONIES	Article IV	Paragraph C	Page 4
AMENDMENT of COVENANTS	Article VI	Paragraph 2	Page 7
ANIMALS	Article IV	Paragraph 8	Page 6
ARCITECTURAL SPECIFICATION -		See Architectural Supplement A	
ASSIGNMENT OF MEMBERS RIGHTS	Article IV	Paragraph e lines 10 through 13	Page 4
COMMON AREAS	Article III		Page 3
Members Rights		Paragraph 1 lines 3	
Limitation of Rights		Paragraph 1 line 4	
Association Rights		Paragraph 2	
Conversion to Public Use (NOTE - Line 5)		Paragraph 3	page 4
DEFINITIONS	Article I		Page 2
DESCRIPTION of PARCELS	A, B & C		Page 1
DESCRIPTION & OBLIGATIONS or ASSOCIATION	Article II		Page 2
DURATION of COVENANTS	Article VI		Page 7
EASEMENT for UTILITIES	Article IV	Paragraph 5	Page 5
ENFORCEMENT of COVENANTS	Article VI	Paragraph 2	Page 7
FENCING	Article IV	Paragraph 5 line 8	Page 5
FIRES	Article IV	Paragraph 16	Page 6
GUNS	Article IV	Paragraph 15	Page 5
LIMITATION OF PROPERTY-USE	Article IV	Paragraph 10 thru 16	Page 6

MAINTENANCE of EXTERIORS	Article III		Page 9
NOTICE TO OWNERS	Article VIII	Line 5	Page 9
MEMBER RESPONSIBILITIES	Article IV	Paragraph e Lines 14-15	Page 4
MEMBERSHIP	Article IV		Page 4
Borrowing of Monies		Paragraph c	
Fees for Usage		Paragraph b	
Guests		Paragraph a	
Non-Payments of Assessments		Paragraph d	
OBLIGATION of OWNERS	Article II	Paragraph 4	Page 3
SERVICES to LOT OWNERS	Article II	Paragraph 5	Page 3
SERVICE CONTRACTS	Article II	Paragraph 3	Page 3
SEVERABILITY & WAIVER	Article IX		Page 9
SIGNS	Article IV	Paragraph 7	Page 6
SUB-DIVIDING LOTS	Article IV	Paragraph 3	Page 5
TRANSFER of COMMON AREA	Article IV	Paragraph e	Page 4
TRANSFER of ROADS, etc., to PUBLIC USE	Article III	Paragraph 3	Page 4
.....Restrictions	Article III	Paragraph 3 Line 6 thru 9	Page 4
USE of PROPERTY by OWNERS	Article IV	Paragraph 6 & 10	Page 6

COVENANTS INDEX

SUPPLEMENT A

DUNGENESS MEADOWS HOMEOWNERS ASSN.

ARCHITECTURAL SPECIFICATIONS & REGULATIONS

ANIMALS	Article IV	Paragraph 8	Page 6
APPROVAL NEEDED	Article IV	Paragraph 2 & 4	Page 5
AREAS COVERED	Article IV	Paragraph 1	Page 5
BUILDING HEIGHTS	Article IV	Paragraph 11, lines 3 & 4	Page 6
COMPLETION OF BUILDING	Article IV	Paragraph 9	Page 6
DISPOSAL of REFUSE	Article IV	Paragraph 10	Page 6
EASEMENTS	Article III	Paragraph 2	Page 3
FENCES	Article IV	Paragraph 2 line 9	Page 5
		Paragraph e line 5	Page 5
FIRES	Article IV	Paragraph 16	Page 6
RETAINING WALLS	Article IV	Paragraph 2 line 11	Page 5
SETBACKS** see explanation end of index.....**			
FRONT - Houses	Article IV	Paragraph 3 lines 5 & 6	Page 5
Mobile homes	Article IV	Paragraph 3 line 7	Page 5
INTERIOR SIDES	Article IV	Paragraph 3 line 8	Page 5
REAR	Article IV	Paragraph 3 line 9	Page 5
WAIVERS	Article IV	Paragraph 3 lines 10 thru 12	Page 5
SIGNS	Article IV	Paragraph 7	Page 6
STRUCTURE in EASEMENT	Article IV	Paragraph 5 line 7	Page 5
SUBDIVIDING LOTS	Article IV	Paragraph 3 line 1	Page 5
TREE REMOVAL	Article IV	Paragraph 14	Page 6
USE of LOTS	Article IV	Paragraph 6	Page 6
USE OF TEMPORARY STRUCTURES	Article IV	Paragraph 2 lines 7 thru 8	Page 5

AMENDED

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS

EASEMENTS AND AGREEMENTS

WITH RESPECT TO

DUNGENESS MEADOWS

The undersigned, owners of the real property described as follows:

PARCEL A:

Southeast Quarter of the Southeast Quarter, Section 26, Township 30 North, Range 4 West of the Willamette Meridian, EXCEPT that portion lying Westerly of Dungeness River and within boundaries of Agnew Irrigation District, the Northerly boundary thereof being defined by that certain fence referred to in the "Amendment and Clarification of Real Estate Contract" recorded in Volume 254 of Deeds at Page 108, Records of the Auditor of Clallam County, Washington.

East one-half of the East one-half of the Northeast Quarter of the Northeast Quarter, Section 35, Township 30 North, Range 4, West of the Willamette Meridian.

PARCEL B:

Southwest Quarter of the Southeast Quarter, EXCEPT 31.86 acres lying within boundaries of MacLeay-Lindsay Irrigation District, Section 26, Township 30 North, Range 4, West, W. M.; That portion of the Northeast Quarter of the Northeast Quarter lying East of Agnew Irrigation District boundary line, EXCEPT East one-half of the East one-half of said Northwest quarter of the Northeast Quarter, Section 35, Township 30 North, Range 4, West, W. M. Located in Clallam County, Washington.

PARCEL C:

The Northeast Quarter of the Southeast Quarter, Section 26, Township 30 North, Range 4, West W.M.; the southerly boundary thereof being defined by that certain fence referred to in the "Amendment and Clarification of Real Estate Contract," recorded in Volume 254 of Deeds, Page 108, Records of Clallam County, Washington; EXCEPT the easterly 30 feet thereof; AND EXCEPT beginning at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence south along the east line thereof 260 feet; thence west parallel with the north line of said subdivision 495 feet; thence northerly in a straight line 310 feet more or less to a point in the north line of said subdivision 342 feet west of the point of beginning; thence east 342 feet to the point of beginning.

EXCEPT:

Lots 1 and 2, Block 1, Lots 1, 6 and 7, Block 2, and Lots 1, 2, 3, and 4, Block 3, according to Plat of Dungeness Mobile Home Village, Division 1, recorded in Volume 5 of Plats, page 35, Records of the Auditor of Clallam County, Washington

hereby declare and impose the following protective covenants, restrictions, conditions, easements, liens and agreements (hereinafter collectively called "covenants") upon said real property and each lot and parcel thereof. These covenants are imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the undersigned, their successors and assigns, subject hereto (without regard to whether the said covenants are particularly referred to in any such conveyance). These covenants shall run with the real property, shall be binding upon all parties having or acquiring any right, title or interest in the subject property or any part thereof, and shall inure to the benefit of each owners of any portion of the subject real property.

ARTICLE I

DEFINITIONS

The following terms, and used herein, shall have the meanings set forth in this article.

"ASSOCIATION": Dungeness Meadows Homeowners Association, (a non-profit corporation), its successors and assigns.

"PROPERTIES": The real property above described and such additional real property as may hereafter be brought within the jurisdiction of the Association. Such additional real property shall be brought within the jurisdiction of the Association only upon amendment of the Association's Articles of Incorporation by the affirmative vote of a two-thirds majority of all members at a meeting called for that purpose.

"COMMON AREAS": All real property owned by or subject to easement for the common use, benefit or enjoyment of the Association or the members.

"LOT": Any plot or parcel of land shown upon any recorded subdivision map of the properties or portions thereof, except common areas.

"MEMBER": Every person or entity who holds membership in the Association.

"OWNER": The record owner, whether one or more persons or entities, of a fee interest (the whole of which is not subject to a contract of sale), or a vendee's interest in a contract of sale of any lot.

ARTICLE II

DUNGENESS MEADOWS HOMEOWNERS ASSOCIATION

The Articles of Incorporation of the Association, a non-profit corporation, are on file with the Secretary of the State of Washington and with the Auditor of Clallam County, Washington. By-Laws of the Association shall at all reasonable times be available for inspection at the principal place of business of the Association. Amendments to the Articles of Incorporation and By-Laws may be made with the approval of the members in the manner provided by law and the Articles of Incorporation and By-Laws of the Association. By this reference the Articles of Incorporation and By-Laws of the Association, and all duly enacted present and future amendments thereto, are incorporated herein as if fully set forth, and all persons acquiring any right, title and interest in any lot shall be bound thereby.

There shall from time to time be contributed, sold, or otherwise conveyed or granted to the Association various areas, properties and facilities, which the Association shall maintain and operate for the benefit of the members.

The Association may enter into construction, management and service contracts with respect to its facilities and operations, or any portion thereof. Such contracts shall be made subject to pertinent provisions of the By-Laws of the Association, and may be made with any person, firm or corporation.

The undersigned, for each lot owned, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed of conveyance, hereby covenants and agrees, to pay the Association such annual and special charges, dues and assessments as shall be fixed and assessed by the trustees of the Association in the manner provided by the Articles and By-Laws. Such charges, dues and assessments, together with interest thereon and costs of collection, including reasonable attorneys fees, shall be a charge against the members and a continuing lien upon the property against which any such charges or assessments are made; provided, however, that such lien shall be subordinate to any mortgage or deed of trust whether prior or subsequent in time.

The fee for water services, which fee shall be subject to revision from time to time by the Association and shall become payable for each lot commencing with the connection of that lot to the water system. Garbage collection fees shall be charged only for such periods of time as that service is provided by a lot owner. Maintenance fees for various services which may be provided by the Association shall be fixed from time to time as above provided for annual and special charges, dues and assessments; and all sums which may become due pursuant to this paragraph shall be collectible in the same manner, with costs of collection, as provided in the immediately preceding paragraph.

ARTICLE III

DEDICATION OF COMMON AREAS AND EASEMENTS

1. The right to grant easements for the use of all roads shown in the plats for utilities and access is hereby reserved and granted to the Association. Owners are hereby granted a nonexclusive right of ingress and egress over all of the roads shown in the plats, subject, however to such rules and regulations as may be adopted by the Association which rules and regulations may include the right to impose closure or otherwise limit access temporarily or permanently or provide reasonable alternate access
2. Each lot shall be subject to the right to make slopes for cuts and fills in the reasonable grading of all roads shown on the plat and is subject to the right hereby granted to the Association to grant easements for drainage and utilities upon such terms and conditions and the Association deems advisable over and across a strip of land five (5) feet in width along and abutting all lot lines shown on the plat.

3. The Association is hereby granted the right, power and authority to dedicate all roads shown on the plat to public use at any time and the right to convey and transfer to any municipal corporation or public utility any system of water supply and appurtenant water rights it may acquire, provided that any such conveyance shall first have been approved by the affirmative vote of seventy-five (75%) percent of all members of the Association. Members to vote in person or by proxy at a meeting of the membership called to that purpose according to the By-Laws of the Association.

ARTICLE IV

MEMBERSHIP

Every owner shall be a member of the Association provided, however, that there shall be not more than one member for each lot. Membership shall be appurtenant to and may not be separated from ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the common areas, subject to the following provisions:

- (a) The right of the Association reasonably to limit the use by members and the number of guests of members;
- (b) The right of the Association to charge fees, collect dues, make assessments or obtain compensation in any other reasonable manner for the use, maintenance, improvement or construction of any facility within or upon the common areas;
- (c) The right of the Association to borrow money for the purpose of maintaining and improving the common areas and facilities and to give security therefor;
- (d) The right of the Association to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments or any other charges for which the member is obligated to the Association shall not be paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the Association.
- (e) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by affirmative vote of seventy-five percent (75%) of all members of the Association. Members to vote in person or by proxy at a meeting of the membership; provided, however, that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty (30) days not more than sixty (60) days in advance of the date of the meeting at which such action is to be considered by the members. Any member may delegate his right of enjoyment to the common areas and the facilities of the Association to the members of his family, his tenants residing on the property; or his guests. Members shall remain responsible at all times for the actions of his family, tenants and guests.

RESIDENTIAL AREA COVENANTS

1. The area covered by these covenants is the entire area described in the plats of Dungeness Mobile Homes Village and Dungeness Meadows, except those areas designated thereon as common areas.
2. No structure or mobile home shall be erected, placed or altered on any lot until the construction plans and/or specifications and a plan showing the location of the mobile home or structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevations as more fully provided in Article VII hereof. No structure of a temporary character, such as a trailer or tent, and no basement, shack, barn, garage, or out-building shall be used on any lot as a residence either temporarily or permanently. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erecting of a necessary retaining wall, the top of which does not extend more than two (2) feet above finished grade at the back of said wall.
3. No lots (as shown on the recorded plats of Dungeness Mobile Home Village and Dungeness Meadows) shall be sub-divided unless three (3) or more contiguous lots are divided in such a manner that the resulting lots are fewer in number than the original lots and no resulting lot is smaller in area than the smallest of the original lots. No structure, except approved fencing, shall be placed nearer to a front lot line than twenty (20) feet and no mobile home shall be placed nearer to a front lot line than sixteen (16) feet; neither a structure or mobile home shall be placed nearer to an interior side lot line than five (5) feet, nor nearer to a rear lot line than twenty (20) feet; provided, however, that the foregoing requirements may be waived by an absolute majority of the Architectural Control Committee after a public hearing, held upon not less than ten (10) days notice to all adjacent or otherwise affected owners.
4. No mobile home or permanent home shall be erected or maintained on the properties unless it meets all standards set by the Architectural Control Committee.
5. Easements for utilities and drainage facilities are hereby reserved to the Association, their successors and assigns, over a five (5) foot wide strip along each side of interior lot lines and over the front and rear five (5) feet of each lot. Other easements for installation and maintenance of utilities are hereby reserved to the Association, their successors and assigns, as shown on the plats of Dungeness Mobile Homes Village and Dungeness Meadows. Within the easements for utilities and drainage, no structure except approved fencing shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The utility and drainage easement areas of each lot and all improvements within the said utility and drainage easement areas shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents upon neighboring lots.

7. No sign of any kind shall be permitted to be displayed on any lot without the prior written approval of the Architectural Control Committee.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs and cats shall be kept under 10 foot leash on any property other than that of their owner.

9. Any dwelling or structure erected or place on all lots in these subdivisions shall be completed as to external appearance, including finished painting, within three (3) months from date of start of construction except for reasons beyond control, in which case a longer period may be permitted by the Architectural Control Committee.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No lot shall be used except for residential purposes. No dwelling shall be erected, altered, place or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories or 25 feet in height and a private garage for not more than three (3) cars.

12. No individual water supply system or sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Clallam County Department of Health or other governmental authority having jurisdiction thereof.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. No trees, shrubbery or other substantial landscape features shall be cut or moved without the prior written approval of the Architectural Control Committee.

15. No firearms shall be used for hunting or target practice upon the properties.

16. No open fires shall be permitted on the properties except in containers approved by the Architectural Control Committee, in barbecue facilities, and at camp fire locations established or designated by the Association. All burning facilities must comply to regulations of the County Fire Department.

ARTICLE VI

DURATION AND ENFORCEMENT OF COVENANTS

These covenants shall remain in full force and effects with respect to each plat for a period of ten (10) years from the date these covenants are recorded with respect to such plat, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots within a plat agreeing to amend or terminate these covenants in whole or in part, is filed or recorded within the one-year (1) period immediately preceding or the thirty-one (31) day period immediately following the date of expiration.

These covenants may be amended at any time by the affirmative vote of a seventy-five percent (75%) majority of all the members of the Association at any meeting called for that purpose, or by an instrument signed by the owners of a ninety percent (90%) majority of the lots.

These covenants may be enforced by proceedings at law or in equity brought by the Association, or any owners, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. Notwithstanding the foregoing, no person, or entity shall have the right to seek judicial review of any decision of the Architectural Control Committee of the trustees of the Association, except for fraud; and no decision of the Architectural Control Committee or of the trustees of the Association shall be reversed for any procedural irregularity, but the aggrieved party shall have the right to compel the Architectural Control Committee or the Board of Trustees, as the case may be, to comply with all applicable procedural requirements contained herein or contained in the Articles of Incorporation or By-Laws of the Association. In no event shall any member or owners have any claim or right of action against the Association, its trustees, employees, or agents, as a result of or to recover reimbursement for any loss of damage arising from failure or neglect of the Association, its trustees, employees or agents in the performance of any of the acts, duties or responsibilities set forth in or contemplated by these covenants.

In any proceedings at law or in equity pertaining hereto, the Court determining the matter shall have the right to assess costs, including those not taxable by statute, and attorneys' fees incurred by any party, in such manner as the Court determines to be just and equitable.

Invalidation of any of these covenants by judgment or by court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

There is hereby designed and appointed an Architectural Control Committee, hereinafter called "The Committee". The initial members of the Committee, who shall serve until their death, resignation or other inability to serve shall be:

Name

Address

Felix Reisner

303 Grosvenor House, 500 Wall St.
Seattle, Washington

Albert Brown

Rt. 1 Box 39
Sequim, Washington

Gordon E Fahey

Rt. 1 Box 39
Sequim, Washington

Brewer B. Thompson

4100 Steilacoom Boulevard
Tacoma, Washington

Howard S. Reed

9511 Bridgeport Way S.W.
Tacoma, Washington

The Committee may unanimously designate one or more of its members or a third person to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested in the Committee, subject to review by the Committee at the request of any member thereof. In all matters the decision of the majority of the Committee shall be the decision of the Committee. In the event of the death, resignation or other inability to serve of any member of the Committee, the remaining member or members shall have the authority (but not the obligation) to designate a successor. The members of the Committee and its designated representatives shall be entitled to such compensation for services performed on behalf of the Committee as may be determined by the Trustees.

Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing proposed location of the dame on the particular building site, shall be submitted to the Committee before construction or alteration is started and such construction or alteration shall not be started until written approval thereof is given by the Committee. In the event the Committee fails to approve or disapprove plans submitted to it within thirty (30) days after submission; such plans and specifications shall be deemed to have been approved by the Committee unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within ten (10) days after copies thereof are delivered to the owners of each adjacent lot with in the properties, together with a statement to the effect that the said plans and specifications have been submitted to the Committee, that thirty (30) days have expired since the date of said submission, that no action has been taken thereon by the Committee and that unless suit is commenced within ten (10) days of this delivery construction will be commenced pursuant to said plans and specifications. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of the Committee or subsequent to notice as herein provided.

Plans and specifications shall in each case be delivered to and permanently left with the Committee. Buildings or structures shall be erected or constructed only by a contractor or builder satisfactory to the Committee. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color, which is not suitable or desirable in the Committee's opinion for any reason, aesthetic or otherwise, and in so passing upon such design, plan or color, the Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings,

and the effect of the building or structure or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors, which in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alteration.

The Committee shall have the authority to establish any such standards of Architecture, design and construction as it deems reasonable and shall have such other and additional duties and authority as is vested in the Committee, directly or by implication, by these covenants and by the Articles and By-Laws of the Association. All decisions of the Committee shall be subject to review at the request of any member of the Committee or any interested party by the Trustees of the Association; provided, however, that the said request for review is presented in writing to one (1) or more trustees of the Association within seven (7) days after the date on which such decision was rendered by the Committee. The Board of Trustees of the Association shall have initial jurisdiction of any matter within the jurisdiction of the Committee upon request by the Committee that the Board of Trustees accept initial jurisdiction. The Board of Trustees shall determine any of the said matters presented to it within sixty (60) days of submission unless all parties concerned agree to an additional period of time for consideration and determination.

ARTICLE VIII

MAINTENANCE OF EXTERIORS

In the event an owner shall fail to maintain the exterior of the premises and the improvements situated thereon in a manner satisfactory to the trustees of the Association, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings or any other improvements thereon if the owner thereof should fail to respond in a manner satisfactory to the trustees within sixty (60) days after mailing of adequate notice, by certified or registered 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.

ARTICLE IX

SEVERABILITY AND WAIVER

In the event that any provision hereof shall be declared invalid of unenforceable by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of a breach of any provision shall constitute a waiver of a subsequent breach of the same provision or of any other provision.

ARTICLE X

Any conflict between prior recorded covenants and these covenants, as amended, these covenants will control.

In Witness Whereof, the undersigned do hereby certify that the foregoing Amended Covenants have been adopted at a meeting of the members of the Association duly called and held the 25th day of July, 1981.

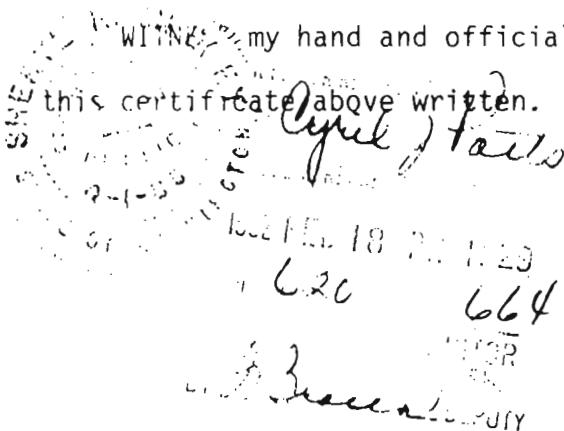
By: Cyril J. Potts
Chairman of the Board

Charles R. Hinkley
Vice Chairman
Secretary of the Board

State of Washington)
County of Clallam) ss.

On this 18th day of Feb., 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Cyril J. Potts and Charles R. Hinkley to me know to be the Chairman and Secretary of the board, respectively of Dungeness Meadows Homeowners Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNES my hand and official seal hereto affixed the day and year in this certificate above written.



Sheryl R. Medley
Notary Public in and for the State of
Washington, residing at, Port Angeles

461 Dungeness Meadows

INDEX

DUNGENESS MEADOWS HOMEOWNERS ASSOCIATION

AMENDING BY-LAWS -	ARTICLE 8,	Page 7
ASSESSMENTS- Monthly Assessments (also referred to as Maintenance fee or dues)	ARTICLE 6, Section b,	Page 6
Special or Emergency Assessments -	ARTICLE 6, Section 2d,	Page 6
Fees -	ARTICLE 6, Section 2e,	Page 6
Fines - No mention of fines is found in the By-Laws		
ANNUAL MEETING (see MEETINGS)		
AUDIT -	ARTICLE 7, Section c,	Page 7
BUDGET - Annual	ARTICLE 7, Section 2b,	Page 6
BOOKS & RECORDS	ARTICLE 7,	Page 7
DELINQUENT PAYMENTS -	ARTICLE 6, Section 5,	Page 6
DUES - (See ASSESSMENT (MONTHLY or MAINTENANCE))		
DUTIES of TRUSTEES -	ARTICLE 4, Section 2,	Page 4
DUTIES of the OFFICERS of the BOARD of TRUSTEES -	ARTICLE 5,	PAGE 4
Chairman of the Board	Section 4a,	PAGE 4
Vice-Chairman of the Board	Section 4b,	PAGE 4
Secretary of the Board	Section 4c,	PAGE 5
Treasurer of the Board	Section 4d,	PAGE 5
MANNER of ASSESSMENTS -	ARTICLE 6, Section 3,	Page 6
MEETINGS-Meetings of Trustees	ARTICLE 3, Section 4,	Page 3
Annual -	ARTICLE 2, Section 1,	Page 1
Special -	ARTICLE 2, Section 2,	Page 1
also - RCWS' #24.03.120		
MEMBER OBLIGATION -	ARTICLE 6, Section 1,	Page 3
NOTICE of MEETINGS -	ARTICLE 2, Section 3,	Page 1
OFFICERS of the BOARD -	ARTICLE 5,	Page 4
POWERS of BOARD of TRUSTEES-	ARTICLE 4, Section 1,	Page 3
QUORUM -	ARTICLE 1, Section 4,	Page 2
- also RCW'S #24.03.090 (Members) - #24.03.110 (Directors)		
PROXIES - Members	ARTICLE 2, Section 5	Page 2
Board of Directors - never have been used -		
USE of CHARGES - Dues, etc . -	ARTICLE 6 Section 2	Page 6

AMENDED
BY-LAWS

of

Dungeness Meadows Homeowners Association

WHEREAS, Dungeness Meadows Homeowners Association, (hereinafter called "the Association") was incorporated on the 4th day of August 1967, pursuant to that certain Declaration of Protective Covenants, Restrictions, Easements and Agreements with respect to Dungeness Meadows (hereinafter collectively called "covenants"), which covenants were recorded in the office of the Auditor of Clallam County, Washington, 10th day of October 1967, under Auditor's File # 376258, the following By-Laws were adopted at a duly called and held meeting of the members of the Association on the 26th day of July, 1967; amended the 15th of September, 1973, and 25th of July, 1981; and March 2, 1985.

ARTICLE 1

ARTICLES OF INCORPORATION AND BY-LAWS SUBJECT TO COVENANTS

These By-Laws shall be in all respects subject to, and in aid of, the covenants. In the event that these By-Laws, or any action taken by the trustees or the members of the Association, shall conflict with the covenants, the provisions of the covenants shall control. The terms, provisions and conditions of the covenants are by this reference incorporated herein as if fully set forth.

ARTICLE 2

MEETINGS OF MEMBERS

Section 1. Annual Meetings. There shall be an annual meeting of the members of the Association at the principal place of business of the corporation specified in the Articles of Incorporation, to be held the last Saturday of June each year, provided, however, that the trustees may designate a different date and place for the annual meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the trustees or by the chairman of the Association, or by one-fifth or more of the members of the Association. Special meetings shall be held at such time and place as the trustees, chairman or members, as the case may be, shall specify. Notice of such Special Meetings shall be made in writing to all members of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary, or in the event of the failure of the secretary to give such notice, by any person or persons authorized to call the meeting. Such notice shall be mailed, first class mail, postage prepaid, addressed to each member at the member's last known address, or may be otherwise delivered to the member, not less than thirty (30) nor more than sixty (60) days before the date of the meeting. The notice shall specify the time, date and place of the meeting, whether the meeting is a special or an

annual meeting of the members, and if a special meeting, or if otherwise required by law, a statement of the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the records of the corporation, with postage thereon prepaid.

Section 4. Quorum. Except to the extent that a larger quorum or majority is required by law, the Articles of Incorporation, covenants, or other provision of these By-Laws, the presence at the meeting, in person or by proxy, of fifty-one percent (51%) of the members entitled to vote shall constitute a quorum and a simple majority of the members voting shall be sufficient for any action. Any two or more members shall constitute a quorum sufficient for the purpose of adjourning the meeting from time to time and place to place without additional notice.

Section 5. Proxies. At all meetings of members, any member or members shall be entitled to vote in person or by proxy. Proxies shall be on a form provided by the Association and shall be registered by the proxy holder with the secretary or designated representative of the meeting. Proxies shall be revocable at any time, and in no event shall any proxy continue in force for more than eleven (11) months from its date. A proxy form and instructions for its use shall be included with all meeting notices.

Section 6. Voting by Certain Members. Membership in the name of an administrator, executor, guardian, conservator, or similar representative may be voted by him either in person or by proxy, without a transfer of such membership into his name. Membership standing in the name of a trustee may be voted by him either in person or by proxy, but no trustee shall be entitled to vote a membership held by him without a transfer of such membership into his name.

Membership in the name of a receiver may be voted by such receiver. Membership held by or under the control of a receiver may be voted by such receiver without the transfer of membership into his name if the authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A member whose membership is hypothecated or assigned for security shall be entitled to vote such membership unless the membership has been transferred into the name of the pledgee or assignee; in the event such membership is transferred into the name of the pledgee or assignee, the pledgee or assignee shall be entitled to vote the membership so transferred.

ARTICLE 3

TRUSTEES

Section 1. Term. The affairs of the Association shall be managed by the Board of Trustees, who shall be members of the Association. The number of Trustees of the Association shall be seven (7). Each trustee shall serve for a term of three years and be limited to two (2) full consecutive terms. At an annual meeting at which trustees are elected to fill regular and unexpired terms the trustee receiving the largest number of votes shall serve the longest term, the trustee receiving the second highest number of votes the next longest term and so on. Each trustee elected shall hold office for the term for which he is elected and until his successor shall have been elected.

Newly elected trustees shall assume office immediately following the adjournment of the meeting at which they were elected.

Section 2. Nomination of Trustees. Prior to the giving of notice of any annual or special meeting at which one or more trustees are to be elected, the trustees may appoint a nominating committee of at least three members to nominate not less than one person for each vacancy on the Board of Trustees. The persons so nominated shall be named in the notice of the meeting at which the election will be held. Additional persons may be nominated from the floor at the meeting.

Section 3. Vacancies. In the event of any vacancy on the Board of Trustees, resulting from a resignation or inability to serve of any trustee, the remaining trustees shall have the obligation to appoint a successor or successors at the next duly authorized meeting of the Board of Trustees to serve until the next annual meeting of the members, at which meeting the members shall elect a trustee to serve for the remaining portion of the term.

Section 4. Meeting of Trustees. The Board of Trustees shall hold regular monthly meetings at the Association headquarters. Notice of the time and date of the meeting must be published to the members.

The Chairman, or a quorum of the Board of Trustees may call special meetings of the board. Notice of all meetings, other than personnel and litigation, shall be posted on bulletin board. All meetings shall be open to members except those concerning personnel and litigation.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

Section 6. Compensation. No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE 4

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by law, the Articles of Incorporation, the covenants, or other provisions of these By-Laws.

(c) declare the office of a member of the Board of Trustees to be vacant in the event of the resignation or inability to serve of any trustee or in the event any trustee shall neglect to attend to his duties as a trustee, which neglect shall in no event exist unless such trustee has been absent from three consecutive meetings of the Board of Trustees extending over a period of not less than three months.

(d) employ such officers, managers, employees or independent contractors as the trustees deem necessary, and to prescribe their duties.

(e) Appoint members to each of the various committees, (including Architectural Control Committee) which they deem necessary for the operation of the Association.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and the corporate affairs of the Association, and to present a statement thereof to the members at the annual meeting of the members or at any special meeting of the members when such statement is requested in writing by not less than 25% of the members.

(b) supervise all officers, agents, and employees of the Association, and see that their duties are properly performed

(c) subject to provisions of law, the Articles of Incorporation, the covenants, and other provisions of these By-Laws, to establish fees, dues, and assessments, and provide for other sources of revenue to the Association.

(d) issue, or cause an appropriate officer of the Association to issue, upon request by any person, a certificate or statement setting forth whether or not any assessments, dues, fees or other charges constituting a lien upon any lot or portion of the properties have been paid or are delinquent.

(e) procure and maintain adequate liability and hazard insurance with respect to the common areas and the facilities thereon; and for the protection of Association representatives and members as they deem necessary.

(f) cause all officers or employees of the Association having fiscal responsibilities to be bonded to the extent deemed appropriate by the trustees.

(g) cause the common areas to be maintained.

(h) review actions of all committees in accordance with procedures adopted by appropriate resolution of the Board and in accordance with the covenants.

(i) do all of the things necessary or appropriate to fulfill the functions and responsibilities of the association.

ARTICLE 5

OFFICERS

Section 1. Officers. The offices of the Board of Trustees of this Association shall be a Chairman-of-the-Board, a Vice Chairman-of-the-Board, a secretary and a treasurer and such other officers as the trustees may from time to time determine. All officers shall be members of the Association.

Section 2. Election. The Board of Trustees shall elect and remove officers at will. The Trustees shall not enter into an employment contract with any officer or other employee for a term of longer than one year.

Section 3. Multiple Offices. Offices on the Board of Trustees may be combined and two or more offices may be held by one person if the Trustees deem it necessary; provided, however, that the chairman shall not hold any additional office on the Board or on any committee. Other trustees may hold an office on any committee by appointment.

Section 4. Duties. The duties of the officers are as follows:

(a) Chairman-of-the-Board

(1) Shall preside at all meetings of the trustees.

(2) Shall see that all orders and resolutions of the trustees and association members are carried out.

(3) Shall sign all leases, mortgages, deeds, promissory notes and other instruments of like nature which shall first be approved by the Board of Trustees.

(4) Shall co-sign checks at the request of the treasurer.

(b) Vice Chairman-of-the-Board

(1) Shall act in the place and stead of the Chairman in the event of his absence or inability to act.

(2) Shall exercise and discharge such other duties as may be required of him by the chairman and trustees.

(3) Shall co-sign checks at the request of the treasurer.

(c) Secretary of the Board

(1) Shall record the votes and keep the minutes of all meetings and proceedings of the trustees and of the members.

(2) Keep the corporate seal of the Association and affix it on all papers requiring said seal.

(3) Serve notice of the meetings of the trustees and of the members.

(4) Keep appropriate records showing the members of the Association and their addresses.

(5) Shall perform such other duties as required by the Chairman and the Trustees.

(6) Shall post copies of minutes of all meetings for members reference.

(7) The secretary may delegate duties, with approval of the Board at the Annual Meeting of the members.

(8) The secretary shall co-sign checks at the request of the treasurer.

(d) Treasurer of the Board

(1) Shall receive and deposit in appropriate accounts all monies of the Association.

(2) Shall disburse such funds as directed by the trustees and in accordance with the approved budget.

(3) Keep proper books of account, cause an audit of the books of the Association to be made by an independent auditor not less frequently than annually.

(4) Shall prepare, prior to Annual Meeting of each year, a budget of all anticipated income and expense for the ensuing year, to be presented at the Annual Meeting for members approval.

(5) And insure that all checks shall be signed by two officers of the Board of Trustees.

ARTICLE 6

DUES, ASSESSMENTS AND SPECIAL CHARGES

Section 1. Members Obligations.

(a) No member may avoid liability for any charge, dues or assessments by waiver of his rights, or by non-use of the common area or facilities, or by abandonment of his lot or lots.

(b) By the covenants, each member is deemed to covenant and agrees to pay to the Association such annual and special charges, dues and assessments as shall be fixed and assessed by the trustees of the Association in a manner provided by the Articles of Incorporation and By-Laws.

(c) Such charges, dues and assessments, together with said interest and costs of collection, shall also be the personal obligation of the person who was the owner of such property (or member of the Association) at the time when the charges, dues or assessments became due; the said personal obligation shall not pass to his successor in title unless expressly assumed.

Section 2. Use of Charges, Dues and Assessments.

(a) All funds collected by the Association, from whatever source, shall be utilized solely for the benefit of the members, and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and protecting and increasing the value of the properties, including all of the lots within the properties subject to the jurisdiction of the Association. This provision shall not be construed to preclude the payment of salaries or wages to employees of the Association, or the payment of other expense of administration.

(b) Annual budget, including all anticipated income and expenditures for ensuing year, shall be presented by the Board of Trustees to the membership at the Annual Meeting for their approval. No assessments except for emergency purposes shall be made during the year.

Budget must be approved by simple majority of members represented at the meeting, either in person or by proxy. In the event more than one budget is submitted, the budget receiving the most votes will be considered approved. The approved budget will be used in determining the dues for the ensuing year.

(c) All distributions of monies shall require signatures of not less than two officers of the Board of Trustees.

(d) Emergency Assessments - Emergency assessments may be proposed by the Board of Trustees during the year, without the approval of the general membership. Emergency assessments are to be imposed to cover major type emergency situations such as flood, fire or wind damage which must be corrected immediately and can not reasonably be delayed for presentation and approval of the general membership at the Annual Meeting.

(e) Fees - The Board of Trustees may recommend to the general membership a fee schedule for the use of facilities, covering but not limited to use of lockers, storage areas, camping facilities for the approval of the membership, by simple majority.

Section 3. Manner of Assessment. All assessments for the use, maintenance, improvements or construction of any facility within or upon the common areas, such assessment shall be made to apply equally to each lot without regard to the size thereof or any other factors or circumstances which might be considered in the absence of this provision.

Section 4: Collection of Assessments. All assessments shall be paid and collected either in a lump sum or in installments, as may be determined by the Board of Trustees.

Section 5. Delinquent Payments.

(a) Quarterly assessments shall be considered due the first (1st) day of the month of the quarter and assumed past due on the fifteenth (15th) day of the second (2nd) month of the quarter. All other assessments will be considered past due forty-five (45) days after assessment is levied. All past due assessments shall bear interest from the date of delinquency at the rate set by the Articles of Incorporation, and the Association shall bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the lot or lots subject to the said assessments, and interest, cost and reasonable attorney's fees incurred in any such action shall be added to the amount of the assessment and included in the judgment.

ARTICLE 7

BOOKS AND RECORDS

(a) The books, records and documents of the Association shall at all times during reasonable business hours be subject to inspection by any member, his attorneys and accountants. Copies of the covenants, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection and copying.

(b) All records, books and documents of the Association shall at all times be retained at the Association office or in a safety deposit box of the Association.

(c) Books shall be audited annually by an independent auditor at the end of the fiscal year. The audit statement shall be made available to all members.

(d) Outgoing Trustees to turn over to the new Board members all of their association documents, records, minutes of meetings, etc., immediately upon leaving office.

(d) Record of Amendments. Whenever an amendment or new By-Law is adopted, it shall be copied in the Book of By-Laws with the original By-Law in the appropriate place. If any By-Laws are repealed, the fact of the repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in said book.

ARTICLE 8

AMMENDMENT OF BY-LAWS

These By-Laws may be amended by affirmative vote of two-thirds (2/3) of all the members of the Association. Members to vote in person or by proxy at a duly and regularly called meeting of the Association. Notice of any proposed amendment to the By-Laws shall be included in the notice of the meeting.

ARTICLE 9

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of July and end on the last day of June (30th) each year.

IN WITNESS WHEREOF, the undersigned do hereby certify that the foregoing Amended By-Laws have been adopted at a meeting of the members of the Association duly called and held the 2nd day of March 1985.

ATTEST


Janet Earl

LOAN PROCESSOR
First Federal Savings & Loan Association
Sequim, Washington


Chairman, Board of Trustees


Secretary, Board of Trustees