

McDONNELL CREEK RANCH PROTECTIVE COVENANTS

(Restated on January 19, 2022)

The undersigned H.L. OLSTEAD and GRACE L. OLSTEAD, acting for themselves as owners of most of the land hereunder as described in Article B, and in accordance with agreements with their recent grantees who own the remainder of said land, hereby declare, provide, and impose the following protective covenants, restrictions, conditions, easements, liens and agreements, hereinafter collectively called Covenants. The Covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in any part thereof, without regard to whether these Covenants are referred to in any conveyance.

ARTICLE A

Previous Covenants Eliminated

The "Protective Covenants" recorded December 15, 1972 under Auditor's File No. 418781, are hereby entirely eliminated and repealed as permitted by paragraph 9 thereof, the undersigned being owners of more than 75% of the property described therein.

ARTICLE B

Land hereunder, all in Clallam County, Wash.

1. The following land shall be subject to all applicable provisions hereof.
 - a. All land within the plat of McDonnell Creek Ranch recorded July 12, 1973 as pages 55, 56 and 57, Volume 7 of Plats.
 - b. All the W2 SW4 Section 4, T 30 N; R 4 W, W.M. lying outside of said plat and outside of the north 32 rods of the west 40 rods of said W2 SW4.
2. The following land shall be subject to all provisions hereof except the Rural Residential Restrictions (Article E):

That portion of Government Lot 3, Section 5, T 30 N, R 4 W, W.M. lying easterly of McDonnell Creek and outside of said plat of McDonnell Creek Ranch.
3. The undersigned, their heirs and assigns shall have the right until January 1, 1985 to add to the land under either paragraph 1 or paragraph 2 of this Article B any or all of Government Lot 4 and SE4 NE4 Section 5, T 30 N, R 4 W, W.M., by recording an instrument or instruments so declaring, executed by themselves and the owners of the added land.
4. Any land may be added hereto at any time by recording an instrument so declaring executed by the owners thereof and accepted by the Homeowners Association through a 60% majority vote.

ARTICLE C
Homeowners Association

1. Owner or Shareholder: For purposes of holding shares, voting, and other rights in the Homeowners Association and other matters under these Covenants, the owner of each lot or parcel shall be the one or more persons or entities holding primary possessory rights thereto according to the public record, whether by fee ownership, as a vendee, as a holder of a life estate, etc., except these rights shall not pass to a renter or lessee except when specifically so provided in a recorded lease.
2. The undersigned at any time may, and prior to sale of more than 30 lots or other parcels from the land hereunder shall form a Washington non-profit Corporation, the McDonnell Creek Ranch Homeowners Association, Inc., referred to herein as the Homeowners Association. There shall at all times be one share in the Homeowners Association for each residential lot or parcel platted or otherwise legally segregated (as by sale), plus one additional share for each permanent residential unit constructed and suitable for occupancy in excess of the first such unit on any lot or parcel. Roads, and other areas committed to community or public use, including Tract "C" in said plat of McDonnell Creek Ranch, shall have no shares. All shares shall be appurtenant to the real property and transferred with any conveyance of said property regardless of any mention thereof in the conveyance.
3. The Homeowners Association shall be managed by a five-member Board of Trustees. Trustees need not be owners or residents, shall establish their own times and places of meeting and rules of procedure, and elect their own chairman and secretary. The Homeowners Association shall hold a regular annual meeting of shareholders to elect trustees and for any other matters that may properly come before it. The Trustees shall serve until the next regular meeting or until replaced at a Special Meeting. Any trustee, or any group of three or more owners, may call a Special Meeting for any generally convenient time, and place, and shall be permitted to copy the association's record of owners, but no association funds shall be used for calling or holding a Special Meeting unless authorized by a majority of the trustees.
4. For election of trustees and all other actions requiring a vote of shareholders, written notice of the time, place, and purpose of the regular or Special Meeting at which such matters will be considered shall be mailed to every owner not less than 30 nor more than 60 days prior thereto. Such notice shall include forms by which on each matter the owner has the choice of voting his shares by mail, by appointing a proxy, or by attending the meeting. Voting on all matters shall be by numbers of shares, not by numbers of shareholders.
5. Actions, such as changes of these Covenants, dedications or grants to the public, etc., which the Homeowners Association is herein empowered to do by vote of shareholders, may be done prior to incorporation of the Homeowners Association by execution of instruments by the owners of sufficient lots and parcels that their shares in the Homeowners Association, if it were then incorporated, would be a percentage of all eligible shares at least equal to the percentage of shares voting

required herein for the same action by the Homeowners Association. This shall not be interpreted as authorizing the imposition of charges, dues, or assessments prior to incorporation of the Homeowners Association.

6. Each share shall entitle the family residing on the property to which the share is appurtenant to full enjoyment and use of the Commons, and, when nobody is residing thereon, the owner may delegate such rights to any one family he chooses, all subject to reasonable regulation by the Homeowners Association.
7. The Homeowners Association shall own, and through its Trustees shall maintain, manage, pay taxes and assessments and keep free from liens or encumbrances all Commons as provided in Article D hereof, and shall or may perform other services as provided herein for the benefit of its shareholders. Trustees shall, in the manner provided by the Articles and By-Laws, fix, assess and collect annual and special charges, dues, and assessments sufficient to discharge the responsibilities of the Association. An Individual Assessment for repairs or excess maintenance expense of Commons, or for unrepairable damages, due to carelessness or maliciousness of persons using or visiting the Commons under privileges derived from individual lots or parcels may be levied by the Trustees against the owner thereof. The undersigned, for each lot or parcel owned or hereafter segregated, and each owner of any lot or parcel, by acceptance of a deed, or other conveyance thereof, or by acceptance of these Covenants, whether or not it shall be so expressed in such deed or conveyance or acceptance, and whether or not the Homeowners Association has been incorporated at the time thereof, hereby covenants and agrees to pay to the Homeowners Association all such charges, dues, and assessments, together with interest thereon and costs of collection, including reasonable attorney's fees, and that all these amounts shall be a charge against the shareholder and a continuing lien upon the property to which such share is appurtenant; provided, however, that such lien shall be subordinate to any mortgage or deed of trust to a bank or other usual lending institution, whether prior or subsequent in time.

1977 Amendment added #8:

8. The Board of Trustees shall annually appoint a building approval committee whose duty it shall be to insure that all construction is consistent with the County Building Code, County Health Regulations, the provisions of the protective covenants and the BY-LAWS of the Owners Association. The composition of the Building Approval Committee and its duties and responsibilities shall be provided for in the BY-LAWS of the association.

1998 Amendment: ARTICLE 'C' PARAGRAPH 8 (ADDITION TO):

All proposed building plans shall be submitted to the Building Committee 60 days prior to the start of construction. The Building Approval Committee shall have 14 days to recommend and/or approve said plans.

ARTICLE D
Commons

1. The undersigned agree and covenant that upon incorporation of the Homeowners Association they will properly execute and record an instrument conveying to it free of liens or encumbrances other than those inherent in the uses to which the land has been committed, the following:
 - a. Ownership of all Private Roads, Tract A, and Tract B according to the plat of McDonnell Creek Ranch.
 - b. An easement across Tract C in said plat for access to Tract A by persons entitled thereto and by drainage pipelines and underground utilities, so long as consistent with the primary use of Tract C by the undersigned, their heirs and assigns for access to the unplatted portion of Government Lot 3 east of McDonnell Creek and, should the need develop, to land east of Lot 3.

This property is referred to herein as Commons, subject to additions or deletions as provided herein.

2. Conveyances adding land to the Commons may be accepted by shareholders by 60% majority vote. Mortgaging or selling any Commons land, or dedication or other action permitting public use, shall require a 75% majority.
3. Non-exclusive easements for underground utilities or drainage lines and surface appurtenances not interfering with the primary uses of the Commons may be granted by the Trustees.
4. Public officials, agencies and franchise holders are hereby granted the right to travel the private roads, and to enter and leave other commons areas, all when reasonably necessary for performance of their official duties or for furnishing their services to owners or residents of McDonnell Creek Ranch.
5. Tract A in the plat of McDonnell Creek Ranch is set aside for the enjoyment of its natural beauty by the residents. It shall be left and protected in its natural state. No standing trees shall be cut without the consent of the Homeowners Association. No firearms shall be permitted, nor activity harmful to birds or animals, excepting fish. No motors shall be permitted except as specifically authorized for maintenance purposes by the Trustees. Use by guests shall be limited to those accompanied by a member of a family having rights of use under Article C-6, and may be further limited or regulated by the Trustees.
6. The Trustees shall make and enforce rules and regulations regarding use of all Commons to preserve their beauty and minimize maintenance and dangers to users. Use of motorized vehicles on Tract B in said plat may be prohibited or limited. The Trustees may suspend the rights to use Commons, and eject therefrom, some or all members of any family one or more of whose members or guests repeatedly or flagrantly fails to obey any such rules and regulations.

7. The Homeowners Association may do beautification work and maintenance not available at public expense reasonably necessary for the appearance of public road right-of-way herein to equal that of the private roads.

1998 Amendment added #8:

8. If the expense of the maintenance and/or beautification work of the common areas exceed the amount of \$1,000.00 +10% (ONE THOUSAND + 10% DOLLARS) on a single project over a twelve month period, the expenditure must be approved by 60% majority vote of the shareholders.

1998 Amendment added #9:

9. All members or guests who use the Common areas do so at their own risk and hold the Homeowners Association free and harmless of any and all liability.

ARTICLE E
Rural Residential Restrictions

1. These restrictions apply to all land designated in Article B, paragraph 1, hereof, except public roads and Commons.
2. The primary use of the land shall be for detached single-family residences on sites of two acres or more. No residence shall be constructed on a smaller site, and no lot or other parcel may be subdivided in any manner that results in any parcel smaller than two acres exclusive of roads and commons.
3. Agricultural uses are permitted, except that livestock may be kept only for personal use and with proper disposal of any offensive material so that the same will not become a nuisance to any adjacent property owners.
4. The undersigned and the Homeowners Association shall have the right to, but may not be compelled to, cut hay and grass on all parcels or parts thereof and to remove same, unless the owner shall have made other arrangements to do so.
5. No business shall be conducted except professions that are generally considered suitable for the home and for residential neighborhoods, and have no effect upon the external structure or appearance of the residence and do not significantly increase traffic or result in parking on road rights-of-way or Commons.

2016 Amendment added:

It is the intent of the homeowners of McDONNELL CREEK RANCH to maintain the residential character of the neighborhood, and to reaffirm that businesses that “significantly increase traffic” are prohibited. Included in that category of prohibited businesses that significantly increase traffic are bed and breakfasts (B&B), and any kind of short term rental, regardless of what it is called, (vacation rental, BnB, or any other term that fits the definition). No residence,

nor any portion of a residence, and no ADU (accessory dwelling unit) may be rented on a short term basis. "Rent" is hereby defined to include any exchange of value, whether it is dollars, bartering, or any other kind of exchange for value.

6. 1977 Amendment: No building shall be erected, altered, placed or permitted to remain on any one single parcel other than one detached single-family dwelling having not less than 1,000 square feet of floor space, one guest house, one attached or detached private garage and other accessory buildings. The initial building, if other than a residence, shall not be less than 500 square feet in area. ~~No buildings shall be erected, altered, placed or permitted to remain on any one single parcel other than one detached single-family dwelling, one guest house, one attached or detached private garage and other accessory buildings. The initial building shall not be less than 500 square feet in area.~~ All buildings shall be of a permanent non-mobile construction, and the work of construction of all buildings shall be prosecuted diligently and continuously from the commencement of construction until the exterior thereof are completed and painted or otherwise suitably finished, which shall in any event occur no later than 12 months after the commencement of construction. All buildings shall be set back at least 25 feet from any property line, road or easement for road purposes. No building shall be occupied for dwelling purposes unless and until said building shall be connected to a water supply and a septic tank or sewerage disposal system approved by and maintained in a manner consistent with the standards of the County Health Department.

No building or other structure in lots 1 to 7 inclusively, or lots 28 to 36 inclusively, except lot 30, all according to said plat of McDonnell Creek Ranch, shall exceed a height of 16 feet above the highest point of the normal grade of the lot at the location of the structure, excepting that the highest point of the chimney, stack or flue shall not exceed 20 feet above such point.

Buildings containing livestock shall be placed with as much care as possible to avoid its being or becoming offensive to the residence of an adjoining property.

1998 Amendment added:

All residences shall be of a permanent custom-built construction. Mobile, modular or manufactured homes shall not be allowed.

7. All power lines, telephone lines, water pipes and utility lines of any kind shall be placed underground, except for those existing at the time of this declaration.
8. To preserve the view for as many of the parcels as is possible, no tree plantings shall be permitted that shall extend to a total of more than 20% of the east-west width of the parcel upon which they are planted.

Fences over 4 feet in height shall be permitted only as a windbreak or enclosing a private area, and shall not extend over 40 feet in an east-west

direction. This limitation does not apply to wire fences if constructed to cause the least possible obstruction to vision consistent with confinement of animals.

9. No noxious or offensive activity, nor firing of firearms (except when necessary to protect life or property) shall be carried on, nor shall anything be done which may be or may become a danger, annoyance, or nuisance to other residents.
10. Rubbish, trash or garbage shall not be dumped nor scattered on the ground, and anything which might cause odors or attract pests shall be kept in sanitary closed containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. However, this does not prohibit the use of organic fertilizer derived from livestock when kept on the owner's premises.
11. No sign of any kind shall be displayed to the public view from any parcel except one professional sign of not more than 3 square feet and one sign of not more than 5 square feet advertising the property for sale or rent, or to identify a builder, none of which signs may be illuminated or fluorescent.

2021 Amendment added to #11:

The following exceptions also apply:

A. The United States Flag:

The outdoor display of the United States flag is allowed and must comply with Washington State RCW 64.38.033. The maximum size allowed for US flags is 3 x 5 feet (15 square feet). Petitions for exceptions will be reviewed by the Board of Trustees.

The US flag may be illuminated at night as allowed by federal law. If conflict exists, the method and intensity of illumination will be determined by the Board of Trustees, including input by neighbors affected by the illumination.

B. Political Yard Signs:

According to Washington State RCW 64.38.034, Political yard signs are allowed during election seasons. Within the MCROA community, the election season for political yard signs is defined as two (2) months prior to any certified federal, state, or local election. Signs must be removed within two (2) weeks after the election date. Political yard signs must refer to candidates or referendum issues that are included on a current ballot for federal, state, or local elections, including primary elections. Illuminated or fluorescent signs are prohibited. The maximum size of individual political yard signs shall be limited to three (3) square feet. The total signage split among more than one sign, with maximum size as stated above, may not exceed nine (9) square feet. Multiple signs must be separated from each other. Signs are to be installed with a maximum

height limit of four (4) feet (to top of sign), and may only be displayed in view of the street side. Signs may not be placed on the wall or roof of any building. Signs may not be placed on top of any fence, but may be placed on the face of a fence providing that the other sign requirements are met. Signs must be at least twenty five (25) feet from the center of any easement except that signs on Olstead Lane are allowed to be a minimum fifteen (15) feet from the center of the easement.

C. Political Flags:

Political flags are allowed only during the same certified election seasons as political signs and must refer to candidates or referendum issues that are included on a ballot of current federal, state, or local elections, including primary elections. The display of political flags must comply with the same restrictions as political yard signs. Political flags may not be flown above and may not be larger than the United States flag. No more than one (1) political flag is allowed per flagpole. Political flags may not exceed fifteen (15) square feet in total area.

D. Flagpoles:

One (1) yard flagpole plus one (1) house flagpole (mounted on house exterior) per lot are allowed. The maximum height allowed for yard flagpoles is twenty (20) feet (from grade). Yard flagpoles must be set back a minimum of twenty-five (25) feet from property lines or the edge of existing easements. Homes on Olstead Lane are allowed a minimum setback of fifteen (15) feet from property lines or the edge of existing easements. House flagpoles must be mounted at an angle on the first floor of the house and shall not exceed a length of eight (8) feet. No more than two (2) flags are allowed per pole. If two flags are flown, the top flag must be the United States flag. The bottom flag may be whatever is allowed by this Covenant and member choice. No flag may be larger than the United States flag. Existing flagpoles, erected prior to August 1, 2021, are grandfathered exceptions to these restrictions. If a conflict arises regarding location, height, or number of flagpoles, MCROA Board of Trustees will provide mediation and review.

1990 Amendment added #12:

12. No commercial vehicles in excess of 14,000 pounds GVW shall be parked or stored on any lot or parcel, with the exception of vehicles and equipment being used for the construction of buildings or the improvement of parcels, and then only during the time that such improvements are actually being made. This prohibition shall include, but not be limited to, trailers, vans, trucks, bulldozers, backhoes, graders, cranes, and related equipment.

ARTICLE F

Duration and Amendment, Enforcement, Variance, Severability

1. These Covenants shall remain in full force and effect until amended or repealed, which may be done at any time by the Homeowners Association by a vote of a 75% majority of shares voted at a properly called meeting, or in accordance with Article C-5, with shares appurtenant to land and residential units not subject to Article E.
2. These Covenants may be enforced by proceedings at law or in equity brought by the Homeowners Association through majority vote of Trustees, for which they may use Homeowners Association funds, or by any owner or owners, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. The undersigned shall not be obligated to enforce any of the terms of these covenants, and shall not be or become liable for breach thereof by any other than themselves.
3. A variance, either temporary or permanent, in certain of these Covenants as applied to a certain lot or parcel, may be granted by favorable vote of at least 4 Trustees. Notice of the time and place of their meeting at which the Trustees will consider such action shall be mailed at least 15 days but not more than 60 days prior thereto to all owners of any land hereunder within 1000 feet of the proposed variance. Variance may be granted only where special conditions exist at the site, and not when repeal or amendment of parts of these Covenants would be more appropriate. The owner requesting a variance shall pay the Homeowners Association for its costs related thereto.
4. In the event that any provision hereof shall be declared invalid or unenforceable, 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 or a subsequent breach of the same provision or of any other provision.
5. [2021 Amendment added #5: Mediation between the Board of Trustees and affected members shall be the first step toward resolving violations of the Covenants. Successful mediation shall include the MCROA member signing of a binding affirmative statement that the violation will not be continued or repeated. The Board will allow a thirty \(30\) day grace period from the date of notification to the offending member for the violation to be rectified through mediation prior to imposing fines. Members who repeat the same violation shall be fined retroactively from the time of the initial notification by the Board of Trustees. If mediation is unsuccessful, members in violation shall have their MCROA voting right suspended, and that member may not hold any position within the Board of Trustees, until those fines are paid. When the mediation process for an issue is unresolved, members shall be subject to appropriated fines as determined by a majority vote of the Board of Trustees. No fine shall exceed Twenty Five \(\\$25.00\) Dollars per day. Payment of fines shall likely be enforced through the Washington State Small Claims Court unless fine amounts](#)

