

**DECLARATION OF PROTECTIVE COVENANTS
FOR DEER RUN DIVISIONS 1, 2 AND 3**

**ARTICLE A
Definitions**

Section 1. Definitions. As used herein:

6. The word "Tenant" shall refer to a tenant, lessee, renter, or other non-owner occupant of a Lot that is not occupied by its owner who occupies a Lot or any portion of a Lot as a permanent residence or who stays overnight in any Lot for more than fourteen (14) days in any calendar month, or more than thirty (30) days in any calendar year. For the purpose of the declaration, the Tenant shall not include a Related Party.

7. The word "Member" shall refer to a fee title owner of a Lot.

8. The words "Related Party" shall refer to a person who has been certified in a written document filed by a fee title owner of a Lot to be the (1) parent, (2) parent in law, (3) sibling, (4) sibling in law, (5) parent's sibling or (6) lineal descendant of the owner or (7) the lineal descendent of any of the forgoing persons, (8) the domestic partner or owner, as "domestic partner" is defined by Seattle Municipal Code Section 4.30.020, or any amendment of successor to such statute, or if the statute is repealed, the definition last contained in the statute before its repeal, or the statute adopted by the City of Poulsbo if it adopts such a statute, (9) the officer, director or employee of any owner which is a corporation, (10) member or employee of any owner that is a partnership.

9. The words "Rental Agreement" shall refer to any agreement, written or oral, related to the renting or leasing of any Lot or portion of a Lot.

ARTICLE B

Building and Land Use Restrictions

Section 9. Restrictions Upon Rentals. This Section applies to the renting or leasing of Lots (collectively, "renting" or "rental"), including all tenancies of any duration, all tenancies with options to purchase, all tenancies with first rights of refusal, and all living arrangements in any way governed by the provisions of RCW 59.12 or RCW 59.18, and shall also apply to any sublease of a Lot and the assignment of any lease of a Lot. No Member may rent a Lot or any portion of a Lot without prior written approval ("Rental Approval") of the directors of the Community Organization (Board). No rental of a Lot or any portion of a Lot shall be valid or enforceable unless it complies with the provisions of this Section. Members shall be limited to one approved rental Lot. The maximum number of Lots permitted to be rented within Deer Run Divisions 1, 2 and 3 shall be 28 Lots. No rental of a Lot shall be granted Rental Approval until the Lot has been occupied by the Member or a Related Party for 12 continuous months. The Board may adopt Rules and Regulations in furtherance of the administration of this Section. The Section shall be effective upon approval by the membership as prescribed in Article G Section 1 and publication to the membership. Lots subject to a current Rental Agreement on the effective date of this Section are granted ninety (90) days from the effective date of the Section to complete the rental documentation requirements of this Section and those published in the Deer Run Community Organization Rules & Regulations.