

**Filed for Record at Request of**

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**DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS AND MUTUAL RECIPROCAL EASEMENTS  
OF \_\_\_\_\_**

Reference Nos. of Documents Released or Assigned: \_\_\_\_\_.

Grantor(s): (Last, First, Middle Initial)

1. \_\_\_\_\_

Grantee(s): (Last, First, Middle Initial)

1. \_\_\_\_\_

Legal Description: (Abbreviated: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lots 1-25, \_\_\_\_\_, Vol. \_\_\_\_/Page \_\_\_\_, Kitsap County,  
Washington.

Additional legal(s) on page 1.

Assessor's Tax Parcel ID # xxx7 023 001 20 00 and xxx7 023 019 20 00.

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RECITALS

\_\_\_\_\_, a Washington Limited Liability Company, (hereafter

“Declarant”), being the owner of the following described real property known as

\_\_\_\_\_ (hereinafter “the Subdivision”) situated in Kitsap County,

Washington:

Lots 1 through 25 of the \_\_\_\_\_, recorded under Auditor's  
File No. \_\_\_\_\_ in volume \_\_\_\_ of Plats, page \_\_\_\_, Records of Kitsap County,  
Washington.

hereby declares and imposes the following protective covenants, restrictions, conditions, and agreements hereinafter collectively called “covenants” upon said real property and each parcel thereof and grants the following mutual reciprocal easements. 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 heirs, successors and assigns, subject hereto. These covenants and easements shall run with the real property, shall be binding upon all the parties having or acquiring any right, title or interest in the subject real property or any part thereof and shall inure to the benefit of each owner of any portion of the subject real property.

DECLARATIONS, RESTRICTIONS, AND EASEMENTS

1. Ingress, Egress, and Utility Easements and Road Maintenance. The owner of each parcel of property within the Subdivision is hereby granted a perpetual, nonexclusive easement in common with all other parcel owners for purpose of ingress, egress, and utilities over, under, upon, and across the above described real estate. Said easements are shown on the face of the Subdivision survey maps. Said easements (hereinafter “the Subdivision Easements”) shall run with the land benefitted, shall burden those parcels over which they exist, and shall be binding upon the undersigned grantors and all successors to said parcels and any other real property for which benefit said easement may hereafter be dedicated or established.

1.2 Easement Reservations. Declarant reserves a perpetual, nonexclusive easement for ingress, egress, and utilities over, under, upon, and across all designated roadways and easements as shown on the Subdivision survey maps for the benefit of any and all current or subsequently owned real estate of Declarant or for the purpose of transferring ownership thereof or dedicating same to any government entity.

1.3 Repairs. All parcels in the Subdivision and any other parcels of land subsequently granted a right of use thereof, shall be burdened with the responsibility of the repair, maintenance, and construction of improvements to the Subdivision Easements.

1.4 Road Conditions. All common roads within the Subdivision shall be maintained by the lot owners association in a safe and passable year-around condition.

1.5 Unusual Use. In the event a parcel owner, his/her agents, employees, invitees, or assigns causes significant damage to a common road in the Subdivision due to the manner of use, then said parcel owner shall be responsible for repairing said damage at said owner’s sole cost and expense.

2. Lot Owners Association.

\_\_\_\_\_ 2.1 Formation. For the purpose of repair, maintenance, and construction of improvements to the Subdivision Easements, and other purposes incidental thereto; and for the purpose of enforcement of the covenants and restrictive provisions contained herein, there is hereby created a lot owners association comprised of the various owners of the parcels in the Subdivision, as they now exist. Each lot or parcel now existing shall automatically carry with it one unit of membership in the lot owners association.

2.2 Membership. For purposes of membership in the association, a lot owner shall be any person or entity who is record owner of a fee or undivided fee, interest or purchaser under a contract of any presently existing parcel of the Subdivision. Membership is not intended to include persons holding an interest merely as security for the performance of an obligation. Each unit of membership shall have one vote. In the event that a lot or parcel is owned by one or more persons, then one person or entity shall be designated by that lot's owners as the voting member of the lot owners association.

2.3 Form of Association.

2.3.1 Initially Unincorporated. Initially, the lot owners association shall be an unincorporated association. A majority of the parcel owners may at any time, if deemed advisable, cause such association to be incorporated as a non-profit corporation under the laws of the State of Washington, in which event the association shall be governed by the articles and by-laws of said corporation, as well as this declaration. In the event of conflict, the terms and provision of this declaration shall control over said articles and by-laws.

2.3.2 By-laws. The association may also cause to be adopted by a majority vote such other by-laws, not inconsistent with this declaration, as may be deemed advisable. These by-laws may contain provisions regarding operation of the association and administration of the Subdivision Easements, and may establish such other provisions for the ordering of meetings, and details regarding the giving of notices, as may be required for the proper administration of the association. The association shall have the power to elect officers, including a president, secretary, and treasurer.

2.4 Authority of Lot Owners Association. The lot owners association, or any board of directors established after incorporation, shall have the following powers, which may be carried out by a majority vote of the AFFECTED parcel owners or majority vote of the board of directors after incorporation, or majority vote of any validly established division of the lot owners association. In the event of a decision by a division of the association, the powers set forth herein shall apply only with regard to their particular division and not the Subdivision in its entirety.

Powers:

2.4.1 To establish assessments against the various parcels for payment of the costs of maintaining and improving the Subdivision Easements and any subsequently created

easements or common roadways; provided, the cost of construction, repair, or maintenance of any roadway or utility shall be shared as a pro-rata basis by those parcels directly benefitted thereby, and shall not be allocated to those parcels which do not use or directly benefit from the particular road or portion of a road being improved, repaired, or maintained, or utility being installed or maintained. The pro-rata division of costs shall be calculated by dividing the total number of surveyed parcels directly benefitted or served by the road or utility into the cost of such construction, repair, or maintenance.

2.4.2 To adopt reasonable rules and regulations governing use of the Subdivision Easements and any other common roadways and utilities.

2.4.3 To enforce the provisions of this declaration, any covenants or restrictions imposed on the face of the Subdivision survey maps, and such articles or by-laws as may be adopted.

2.4.4 To arrange for and supervise the repair, maintenance, and improvement of the Subdivision Easements and any other common roads and utilities.

2.4.5 To determine and collect all annual and special assessments, including assessments for such reserves as may be necessary for the future costs of maintenance, repair, or improvement of the Subdivision Easements, any other common roads, assessments, utilities, or other common areas or facilities.

2.4.6 To obtain and maintain such insurance coverage as may be required.

2.4.7 To employ such managers, consultants, engineers, employees, or other persons as may be necessary.

2.4.8 To institute or defend all forms of lawsuits or other proceedings as may be necessary to further or protect the interests of the association and the Subdivision Easements and to incur reasonable attorneys' fees and costs for such activities.

2.4.9 To purchase personal property or services which may be necessary or incidental to administration of the Subdivision Easements, other common roads and utilities or to any other functions allocated to the association.

2.4.10 To grant, by a sixty-percent vote of the affected parcels, easements to any other property or individual, across the Subdivision Easements, upon such conditions as

may be reasonable; or to dedicate all or any part of the Subdivision Easements to the public.

2.4.11 To assume responsibility for maintenance, control, and administration of such other or additional common easements, areas, or facilities as may be dedicated or established for the benefit of the parcel owners in the Subdivision or to join with other lot owners associations in the maintenance, control, and administration of common roadways, easements, or utilities.

2.4.12 To establish and collect annual, monthly, or other special assessments for any other expense authorized herein or reasonably related to the functions of the association or preservation or maintenance of the Subdivision Easements, common utilities, or other common areas, roads, or facilities.

### 3. Liens and Collection of Assessments.

3.1 Assessments as liens. All unpaid sums assessed by the association for a share of the common expenses chargeable to any parcel (together with interest, late charges, costs, and attorneys' fees in the event of delinquency) shall constitute a continuing lien on said parcel and all its appurtenances from the date the assessment became due until fully paid. It shall not be necessary for the association to file a lien notice with the county auditor in order to perfect the lien.

3.2 Lien Foreclosure. The lien for delinquent assessments may be foreclosed by suit by the association. The association shall have the power to bid on the parcel at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

3.3 Assessments as Personal Obligations. In addition to constituting a lien on the parcel, and all its appurtenances, all sums assessed by the association chargeable to any parcel (together with interest, late charges, costs, and attorney's fees in the event of delinquency) shall be maintainable as a personal obligation of the parcel owner, without foreclosing or waiving the liens securing them.

3.4 Late Charges and Interest on Delinquent Assessments. The association may from time to time establish late charges and a rate of interest to be charged on assessments that become delinquent. In the absence of another established rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a monthly assessment against a lot or parcel is not paid when due, the association may elect to declare all monthly assessments against that parcel

for the remainder of the fiscal year to be immediately due and payable.

3.5 Attorneys' Fees and Costs. In any action to collect delinquent assessments or foreclose a lien therefor, the association shall be entitled to recover as a part of its judgment, a reasonable sum for attorneys' fees and costs, disbursements and expert witness fees reasonably incurred in connection with the action including costs and fees of any appeals, in addition to taxable costs permitted by law. In the event it is necessary for the association to hire an attorney to pursue collection of any past-due assessment, the attorneys' fees incurred by the association shall be added to the sums due by the parcel owner whether or not legal action is instituted.

3.6 Assessment and Lien Limited. The authority to establish assessments and liens therefor against any lot or parcel within the Subdivision shall, as to each parcel, first arise when the same is first sold by deed or real estate contract by the undersigned, its successors, or assigns.

4. Covenants and Restrictive Provisions. The following provisions in this paragraph 4, and its subsections shall apply to all lots in the Subdivision as now existing or hereafter created, except as may be otherwise specifically stated herein.

4.1 Purposes. The purpose of these restrictions and covenants is to insure the use of the parcels in the Subdivision for attractive residential purposes and by these protections to secure to each parcel owner the full benefit and enjoyment of their property, but with no greater restriction upon the free and undisturbed use of their property than is necessary to insure the same advantages to other parcel owners.

4.2 Residential Use. Business and commercial activities are prohibited, unless the following criteria are met: (1) the home enterprise is carried on entirely within the residential unit and is clearly subordinate to the residential use; (2) the operator of the home enterprise lives in the residential unit as his or her primary residence; (3) the home enterprise is operated in a manner as to not give any outward appearances of a business activity or to manifest characteristics of a business; (4) the home enterprise does not involve equipment operations or processes which introduce noise, smoke, dust, fumes, vibrations, odors, glare or other nuisance characteristics, or create hazards beyond those associated with the normal residential character of the neighborhood; and (5) the home enterprise does not significantly increase local vehicular

traffic.

4.3 Animals. Horses and cows may be raised, bred, or kept on any parcel for the personal use and enjoyment of the persons residing on the parcel; provided, that the numbers of such animals and the conditions under which such animals are kept, must, at all times, be reasonable, and in accordance with the nature of the property as a residential neighborhood, and must not be an annoyance or nuisance to other parcel owners; and further provided that the number of animals per parcel shall not exceed one (1) per acre of useable pasture. Household pets (dogs and cats) of a parcel owner shall be allowed, but must be kept within the confines of the owner's property or on a leash at all times. No other livestock, poultry, or other animals shall be allowed on any parcel. The straying, roaming, or frequent barking or howling of any household pets shall constitute a nuisance.

4.4 Buildings. No outbuilding, temporary structure, basement, tent, shack, garage, trailer, shed, or similar building or structure of any kind shall be used as a residence, except for a period of not more than nine months during the course of construction of a residence on the parcel. Any such temporary structure shall be connected to a county-approved septic or sewage disposal system. Construction work on all buildings shall be prosecuted diligently and continuously from commencement of construction until the exteriors of such buildings are completed and painted, or until the exteriors are otherwise suitably finished, construction shall conform with the requirements of all applicable county, state, and federal agencies, and construction from commencement to completion of the exterior as set forth above shall not exceed a period of six (6) months.

4.5 No Mobile Homes. No mobile home shall be permitted. No manufactured home shall be permitted. No modular unit shall be permitted. Log homes shall be allowed. Nothing contained in this paragraph shall prohibit parcel owners from storing their RV's and/or motor homes on their parcel.

For purposes of this agreement, mobile and manufactured homes are defined as factory built units built on a steel chassis for ease of mobility, and are built and inspected under HUD Construction and Safety Standards established by Title VI, of the Housing and Community Development Act of 1974, and do not fall under the Uniform Building Code. Modular homes are defined as factory-built units that are pre-cut and partially assembled at an interim site, then

moved to the permanent site where final assembly of joining modules together occurs, and due to the use of standard foundations and standard anchoring methods these units are not designed to be transported once attached to the site, and are built and inspected according to the Uniform Building Code.

4.6 Floor Space and Outbuildings. The ground floor of single family residences, exclusive of open porches and garages, shall not be less than \_\_\_\_\_ square feet for single level (one story) houses. For dwellings with a basement and for dwellings with more than one level above ground level, the first level (story) shall not have less than \_\_\_\_\_ square feet, and the total house shall not have less than \_\_\_\_\_ square feet. This paragraph shall not be construed so as to waive the maximum height restrictions contained herein. All outbuildings must have matching exteriors to the main dwelling unit.

4.7 Setbacks. No structure shall be located on any parcel nearer to the rear, front, or side lot lines than the minimum setback requirements of Kitsap County, nor nearer than \_\_\_\_\_ feet to any lot line, nor nearer than \_\_\_\_\_ feet from an easement line, whichever is the greater distance. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the structure, provided, however, that this shall not be construed to permit any portion of a structure on a parcel to encroach upon another parcel.

4.8 Nuisance. No noxious, illegal, or other offensive use of the land shall be carried out on or permitted upon any portion of the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Motorized vehicles, including motorbikes, all-terrain, and similar vehicles must be properly muffled and used only for transportation to and from the public roadways adjoining the Subdivision. Use of any such vehicles for any other purpose shall be considered a noxious and offensive activity, as shall the shooting of firearms in, on, or within the Subdivision.

4.9 Exterior Appearance. Abandoned vehicles shall not be permitted to remain on any parcel within the Subdivision and shall be promptly removed by the owner of the lot. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any parcel, except in conventional sanitary containers located in appropriate areas. The removal and disposal of all such materials shall be the sole responsibility of the individual parcel owner. Logging trucks, heavy equipment, and similar vehicles shall not be parked, stored, repaired, or

maintained on any parcel.

4.10 Utilities. All utility lines servicing each parcel and the Subdivision shall be installed underground, except that transformers, hydrants, and other service parts and connecting terminals may be installed at ground level where such installation is necessary and convenient for the utility operator or user. All gas and oil tanks shall be completely buried below the surface of the grade of the parcel or enclosed in a structure that resembles other structures on the property.

4.11 Mineral Extraction. No gas, oil, mineral, quartz, or gravel extraction or operation shall be allowed on or in any parcel in the Subdivision.

4.12 Parking on Easements. No boats, RVs, camp trailers, or any other vehicle shall be parked or stored on common easements or roadways in the Subdivision.

4.13 Signs. No signs of any kind shall be displayed to the public view on any parcel, except one sign of not more than five (5) square feet, shall be allowed for the purpose of advertising the property for sale or rent.

4.14 Antennas. No radio or television antennae shall be permitted to extend more than ten (10) feet above the roof line of any residence or structure to which it is attached, or if not attached to any structure, then no more than twenty-eight (28) feet in height from its base at ground level. No satellite dishes shall be placed in the front yards of homes on any parcel, nor shall shortwave transmitters be allowed if they interfere with television reception of a neighboring parcel owner. Further, no antennae, transmitters, dishes, or similar devices shall be placed in such a manner as to obstruct the view of another parcel in the Subdivision.

4.15 Sewage Systems. All septic tanks and sewage disposal systems shall be constructed and maintained according to applicable governmental regulations.

4.16 No Subdivision. Currently existing parcels in the Subdivision shall not be further subdivided.

4.17 View obstructions. In order to preserve and protect the view from each parcel, all homes and structures shall be limited to \_\_\_\_ feet in height. Parcel owners shall restrict the height of trees, shrubs, and other vegetation growing on their parcel. Each parcel owner shall be responsible, at his/her own cost and expense, to maintain his/her property such that the view from other parcels in the Subdivision is not obstructed by growth of trees and other

vegetation. The lot owners association shall have the responsibility of determining whether or not there has been an obstruction of view as prohibited herein and the remedy and responsibility for removing the obstruction.

5. Miscellaneous General Provisions.

5.1 Binding Effect. The covenants, restrictions, reservations, easements, and servitudes herein set forth shall run with the land and shall be binding upon all owners and persons claiming by, through, or under them and upon all successors in interest, including those who acquire an interest by foreclosure, trustee sale, or otherwise.

5.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

5.3 Amendments. Covenants, restrictions, and provisions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than seventy-five percent (75%) of the parcel owners.

5.4 Enforcement. Declarant, the association, or any parcel owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges, now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.5 Attorney's Fees. In any action brought to enforce any term, condition, or covenant herein contained, the prevailing party shall be entitled to recover, in addition to costs, disbursements and expert witness fees, reasonable attorney's fees, including costs and fees of any appeals. Prevailing party shall be defined as one for whom an arbitrator or judge has ruled in favor on the major issue in the case or for whom an arbitrator or judge has granted a monetary judgment.

Executed this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_, L.L.C.

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that

\_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute this instrument and acknowledged it as \_\_\_\_\_ of \_\_\_\_\_, L.L.C., a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_