

## **HARBOUR HEIGHTS COMMUNITY ORGANIZATION**

### **POSSESSION BAY HOMEOWNERS**

#### A NOTE ABOUT OUR COVENANTS:

On the following pages, you will find a transcribed copy of the Protective Covenants for the Harbour Heights Community Organization. The Association follows the covenants, its own bylaws and state regulations in establishing and enforcing rules that apply to the 252 homes and common areas in the Possession Bay neighborhood. This Web site also contains the bylaws and a link to the Washington state regulations that apply to homeowners' associations.

We are placing these covenants on our official Web site to provide homeowners quick and easy access to the regulations that we all must follow in Possession Bay.

However, the actual official covenants are more than 15 years old, and original copies are not suitable for clear reproduction on this site. Therefore, to make the document easy to read, the Association has retyped the document in its entirety in order to better provide information of interest to users of our site.

Every effort has been made to keep this document as close to the original as possible. NO WORDING of the official covenants has been changed in the following pages. However, minor changes do appear in the formatting of the document, but these changes in format do not change the meaning and intent of the covenants. The retyped copy that appears here also cannot and does not show all official recording information, symbols and seals.

If you would like to have an original copy of the covenants, please contact our property management office. How to contact that office appears on this Web site under "About Us."

DECLARATION OF PROTECTIVE COVENANTS  
FOR HARBOUR HEIGHTS

WHEREAS, SCHNEIDER HOMES, INC., a corporation (herein referred to as Declarant), is acquiring certain real property in Snohomish County, Washington, may acquire other property in Snohomish County, and is the owner of the property platted as Harbour Heights, Div. 1A, according to the plat thereof recorded at Volume 47 of Plats, pages 30 to 35, under Recording No. 8608275009 in Snohomish County, Washington, and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

ARTICLE A  
Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Harbour Heights, Div. 1A and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Declarant as provided in Section 4, Article F.

2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated as "tract" on a Plat.

3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.

4. The words "Community Organization" shall refer to the Harbour Heights Community Organization, a nonprofit corporation formed for the purpose of enforcing these covenants and providing other things that may benefit its members.

5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

ARTICLE B  
Building and Land Use Restrictions

Section 1. Improvements. No dwelling, residence, outbuilding, fence, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

(a) Prior to placing any such structure or making any such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications as approved by the Committee.

(b) Prior to making any change or alteration to the external appearance of any improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.

(c) Once started the work of constructing, altering, repairing or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences. No structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first permanent improvement on the Lot.

(e) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling and permitted accessory building.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot, which permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses and gazebos. No permitted accessory building shall be placed on a Lot unless it has been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building if in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance of the neighborhood as seen from the streets. The location of a permitted accessory building other than garages shall be at a place which minimizes the visual impact and as a general guideline shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) No building or structure shall be located within any building setback line shown on the Plat. All structures and improvements shall comply with the Snohomish County Code setback requirements, as amended from time to time, provided that nothing herein shall require removal of a building originally placed in conformity with such Code because of change in the Code.

(h) No fence, wall or hedge shall be permitted to exceed three (3) feet in height if it is nearer to any street than is a building permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. No chain-link fence shall be permitted on a Lot.

(i) No exterior aerials, antennas or microwave receivers (dishes) for television or other purposes shall be permitted on any Lot.

(j) No lines or wires for the transmission of electric current or television or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building.

Section 2. Animals. 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 commercial purposes.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant or builder of a residence on the Lot to advertise and identify the property during the construction and sales period.

Section 4. Nuisances. No Lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. Nothing shall be done on a Lot which may become a nuisance to the neighborhood.

Section 5. Businesses. No trade, craft business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located in this Subdivision.

Section 6. Storage. No goods, equipment, vehicles (including busses, boats, motor homes, and trailers of any description) or materials or supplies used for private purposes or in connection with any trade business or service wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building or approved fence or permitted accessory building on any Lot, or on the street adjacent to a Lot.

Section 7. Firearms and Related Activity. No firearm, crossbow, bow and arrow, or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be discharged within the Subdivision.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

## ARTICLE C Architectural Control

Section 1. The Committee. The directors of the Community Organization shall comprise the Committee herein referred to. The address of the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within thirty days after the receipt of plans and specifications or information with a request for approval, the committee shall by majority vote approve or disapprove the request and may disapprove the request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within thirty days of submission in compliance herewith, the request shall be deemed approved.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

## ARTICLE D

### Easements and Open Space

Section 1. Easements. Easements for construction, repair, replacement, reconstruction and maintenance of utilities and drainage facilities are hereby created and established over, across and under the seven feet in width of the portion of each Lot abutting a street. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portion of these easements on each Lot shall be maintained by

the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority or utility company is responsible.

Section 2. Open Space. Declarant shall cause Tracts 501, 502, 503, 504, 505 and 506 of the Plat to be quitclaimed and conveyed to the Community Organization. Such Tracts shall not be used for any other purpose than for open space consistent with the applicable regulations of Snohomish County in effect from time to time and for recreational use by the owners and residents of Lots. No subdivision of any tract shall be made without the consent of Snohomish County. No improvement which shall be inconsistent with recreational use shall be made to any such Tract, and no business or commercial activity shall be conducted from or on any Tract. The Community Organization shall maintain all improvements and landscaping which may be made to such Tracts and may remove, alter, reconstruct, develop and change any landscaping and improvements to such Tracts. Declarant reserves the right to make improvements to any portions of such Tracts at Declarant's cost, provided that such improvements shall be consistent with the use restrictions herein contained.

## ARTICLE E

### Liens

Section 1. Community Organization Membership. There shall be one membership in the Community Organization for each Lot in the Subdivisions subject hereto and no more. The fee title owner of each Lot which is not subject to a recorded contract for purchase and sale of the Lot or the holder of the vendee's interest under a recorded contract for purchase and sale of each Lot shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name of names of the persons or parties who have such interests from time to time as they may appear in the public record.



Section 2. Lien. In order to provide for the proper operation of the Community Organization and the maintenance and improvement of any property which the Community Organization acquires for the benefit of the Lots, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall be members of the Community Organization and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and bylaws of the Community Organization against them as member of the Community Organization. In the event that any such dues or charges remain unpaid to the Community Organization for a period of sixty days after the due date, then the Community Organization may place a written notice of public record in Snohomish County, Washington, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorney's fees as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sales or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created

hereby for any unpaid dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed of trust or other security given for a debt which is guaranteed by the Veterans Administration or insured by The Federal Housing Administration as agencies of the United States government.

## ARTICLE F

### Application and Enforcement

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Severability. In the event that any provision hereof shall be declared to be invalid 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 the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 3. Enforcement. The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as

attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 4. Additional Property. In addition to the real property which is platted as Harbour Heights, Div. 1A, from time to time, but not after December 31, 1989, the Declarant, Schneider Homes, Inc., may subject additional adjacent real property in Sections 27, 28, 33 and 34, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington, to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Schneider Homes, Inc. as the subdivider thereof. Schneider Homes, Inc. may assign its rights under this Section 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto.

## ARTICLE G Amendment

Section 1. Amendment of Use Restrictions. Articles B and C of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than sixty (60%) of all of the Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B and C shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in Snohomish County, Washington, stating

that the requisite consent has been obtained and setting forth the amendment in its entirety.

Section 2. Amendment to Easements. Each of the easements created in Article D are for the benefit of the particular Lots affected thereby and for the benefit of the municipalities and utilities providing utility services to the Lots in the Subdivisions. No changes or amendments may be made to any utility easement set forth in Article D without the written consent of any user thereof.

EXECUTED this 8th day of August, 1986.

SCHNEIDER HOMES, INC.

By Gerald E. Schneider (signed)

By Pat Trimberger (signed)

I certify that I know or have satisfactory evidence that Gerald E. Schneider and Pat Trimberger signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Exec. Vice Pres. of SCHNEIDER HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 8th, 1986

Karen Adams (Signed)

Notary Public

My appointment expires: 8-19-90