

HARBOR LIGHTS ESTATES  
HOMEOWNERS ASSOCIATION  
2265 STEAMBOAT LOOP EAST  
PORT ORCHARD, WA 98366

THIRD AMENDED  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND  
RESTRICTIONS - HARBOR LIGHTS ESTATES

THIS INDENTURE AND DECLARATION running with the land, made this made this 10th day of  
July, 2020 by the HARBOR LIGHTS ESTATES HOMEOWNERS ASSOCIATION  
(DECLARANT),

WITNESSETH

WHEREAS, DECLARANT are the owners of certain real property (the "Real Property") described as HARBOR LIGHTS ESTATES consisting of Lots 1 through 45 (the "LOTS") and Tracts A, B, & C AS DESCRIBED IN Exhibit "A" as recorded under Auditor's Number 9302180086, records of Kitsap County, Washington.

Real Property Tax Account Numbers for Township Range NW 30-24N-2E, Lots 1 through 45:

5234-000-001-0006 5234-000-002-0005 5234-000-003-0004 5234-000-004-0003 5234-000-005-0002  
5234-000-006-0001 5234-000-007-0000 5234-000-008-0009 5234-000-009-0008 5234-000-010-0005  
5234-000-011-0004 5234-000-012-0003 5234-000-013-0002 5234-000-014-0001 5234-000-015-0000  
5234-000-016-0009 5234-000-017-0008 5234-000-018-0304 5234-000-019-0204 5234-000-020-0102  
5234-000-021-0002 5234-000-022-0001 5234-000-023-0208 5234-000-024-0108 5234-000-026-0007  
5234-000-027-0006 5234-000-028-0005 5234-000-029-0004 5234-000-030-0001 5234-000-031-0000  
5234-000-032-0009 5234-000-033-0008 5234-000-034-0007 5234-000-035-0006 5234-000-036-0005  
5234-000-037-0004 5234-000-038-0003 5234-000-039-0002 5234-000-040-0009 5234-000-041-0008  
5234-000-042-0007 5234-000-043-0006 5234-000-044-0005 5234-000-045-0004 5234-000-046-0003  
5234-000-047-0002 5234-000-048-0001

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future,

NOW, THEREFORE, DECLARANT hereby declares as follows:

1.1 DECLARATION. The Lots shall be held, sold, and conveyed subject to the easements, covenants, conditions, and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots. Such easement, covenants, conditions, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right,

title, or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other lot as the dominant tenement.

1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2013, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial terms or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than ninety percent (90%) of the lots then subject to this Declaration.

1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (ACC) shall consist of not more than five (5) members who shall be appointed initially by DECLARANT. The Homeowners Association has the authority to appoint the members of the ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. All Owner requests for ACC review and approval shall be submitted in writing on a form designated by DECLARANT.

## ARTICLE II

2.1 EASEMENTS. Easements are reserved as shown on the recorded plot and others may also be recorded if required by governmental agencies or other bodies. Within such easement no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct, or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services and improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape planting are permitted on side and rear property lines as approved by the ACC.

2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by Kitsap County.

2.3 All roof and yard drains must be directed so as to not adversely affect adjacent properties.

## ARTICLE III

3.1 BUILDER SITE PREPARATION/CONSTRUCTION APPROVAL. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation, shall not be undertaken until complete construction plans, plot plans, and ACC checklist, for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein. Builder/owner is responsible for obtaining such ACC approval(s) and all necessary application and permits prior to commencing work.

3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected, or altered upon any lot, nor shall any exterior addition be made until the construction plans, specifications, and a plot plan showing the nature, kind, shape, height, materials, colors and location of same shall have been submitted to and approved by the ACC as the harmony of the exterior design and

location in relation to, and its effect upon surrounding structures and topography. No carports or detached garages are allowed in the front, side or back of houses. The ACC requires a separate set of plans for each lot to be approved, even if a builder is using the same plans on more than one lot. If the ACC does not approve or disapprove such design and located within 30 days after such plans and specifications have been received by it, approval will not be required, and this article will be deemed to have been fully complied with. All plans, specifications, and plot plans are to be approved by the Harbor Lights ACC.

3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any Lot shall be completed, including finish painting and landscaping, within twelve (12) months from the issuance of the building permit except for reasons beyond the control of the Lot owner, in which case a longer period may be permitted if approved in writing by the ACC. The builder/lot-owner is responsible for maintaining a clean building site free of debris and excess discarded construction material.

3.4 LANDSCAPING. Landscaping that must be completed within the twelve (12) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to the lot line and a minimum of 15 feet back towards the rear yard from the front corner of the home. Owners of corner lots shall also be required to landscape the side yard bordering the street, extending the landscaping the entire length of the side yard until it contacts the neighboring lot's border. Each lot must match the neighbors' lot with grass in a minimum amount of 10 feet unless otherwise approved by the ACC.

Any and all landscaping plans, including retaining walls and rockery plans, must be submitted and approved by the ACC prior to installation.

3.5 SIZE OF IMPROVEMENTS. The total floor area of any dwelling on the property, exclusive of open porches and garages, shall not be less than 1,150 square feet except in the case of split level, two-story residence or multi-level home, which exclusive of open porches and garages shall total not less than 1,300 square feet.

3.6 ROOFS. All roofs shall have a minimum slope of 4-12 (4 feet of rise for each 12 feet of run) and may be comprised of a minimum 25 year textured composition, composite, concrete, tile, or metal roofing material. All roofing installation and color choices must have ACC written approval prior to being replaced.

3.7 DRIVEWAYS. All driveways shall be concrete unless approval for use of other material is granted in writing by the ACC. Secondary driveways on the side of a house can be gravel, cobblestone, or like material with ACC approval. Secondary driveways will be no wider than 12 feet. Driveways will be kept weed and debris free. All concrete residue or washed off material (i.e. washed aggregate) shall be contained on the owner's lot and not be allowed to be placed in the road and storm drains. Violation of this requirement could result in a fine of up to \$500.00 as determined by the ACC. The contractor and lot owner, or both, shall be liable for all costs regarding the repair of the storm sewer.

3.8 FENCES. No fence, wall, or hedge shall be erected or built on any lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of the said wall. All corner lot fence locations must be approved by the ACC prior to installation. Fences may be constructed of

wood, vinyl, or other commercially available fencing material, shall not exceed six feet in height and shall have the finished sides facing away from the rear yard. Any hedge or shrub “fencing” shall be subject to the same restrictions. Any type of chain link or metal fence must be approved by the ACC prior to installation. (\*Chain link may be used for pet enclosures in the back yard. Said enclosures must not be visible from the neighbor’s yard or from the street.)

3.9 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted, and there must be a minimum of a two (2) car garage and no more than a three (3) car garage. There shall be no separate or additional garages placed on the lot.

3.10 OUTSIDE STORAGE BUILDING. Outside storage buildings are only allowed in the back yard. The structure must be well maintained and in good repair. The ACC is not responsible for permits, setbacks, or building codes or the violation of the same.

3.11 PLAYGROUND TYPE APPARATUS. No swing sets, climbing toys, or Big Toys, etc. will be allowed in the front yard.

3.12 “STICK BUILT” CONSTRUCTION. All dwellings shall be of a “stick built” variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted.

3.13 ANTENNA. No lot owner shall be permitted to install, erect, and/or maintain any antenna on their lot. TV satellite dishes less than 24 inches in diameter and HD antennas are allowed but should be mounted, if possible, with the least visibility from the street. Any exceptions will need ACC approval prior to installation.

3.14 EXTERIOR FINISHES. All exterior finishes on the front of the houses and on the sides of any house facing any street shall be of cedar siding, channel, or tongue and groove under siding, approved lap siding, brick, or stone. Any exception must have ACC written approval prior to construction, but in no case will T-111 or equivalents be allowed on the front of any house or on the side of any house facing any street in Harbor Lights. All colors must have ACC written approval prior to being used.

3.15 SOLAR PANELS. The installation of solar energy panels by an owner will not be restricted as long as the solar energy panel meets the applicable health and safety standard and requirements imposed by state and local permitting authorizes. The Architectural Control Committee may prohibit visibility of any part of a solar energy panel, may require the roof-mounted solar energy panels to conform to the slope of the roof, and may require frame, support bracket, or any visible piping or wiring to be painted to coordinate with the roofing material. Solar panels must have ACC written approval prior to installation.

#### ARTICLE IV

4.1 BUSINESS & COMMERCIAL USE. No Lot shall be used for other than one detached single family dwelling with parking for not more than three (3) cars, and 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 on a Lot that may have noticeable impact on the Lot; nor shall any goods, materials or supplies used in connection with any trace, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any Lot. Any exception to this must receive written consent from the ACC.

4.2 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained, or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be watered, maintained, and cultivated so that the Lot is not detrimental to the neighborhood as whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Slope banks shall be planted with erosion control type of plants. Homeowners are responsible for damage caused by water runoff from their lots. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or BUILDER with respect to individual cul-de-sacs and/or streets.

4.3 VEHICLES. Recreational vehicles including boats, campers, motor homes, and trailers, may be parked/stored on a secondary driveway next to the house or behind the house. Passenger vehicles (auto, truck, SUV, motorcycle, etc.) may be parked only on concrete surfaces, or on a secondary driveway next to the house. Passenger vehicles or recreational vehicles will not be parked on yard surfaces anywhere. No unsightly vehicles shall be permitted upon the property nor shall any abandoned or disabled vehicle be stored upon the property for more than 48 hours. Homeowners must park their vehicles on their driveway or in the garage and not on the street. Homeowner visitors may park on the street if needed but must make sure they allow enough room on Steamboat Loop East for emergency responders (fire, police, EMS) to drive by with no obstructions. Commercial vehicles parked at a homeowner's lot are limited to two axles. Any special requests need to be submitted to the ACC for approval prior to any action by the homeowner. Violators of this section are subject to removal of the vehicle(s) at the vehicle(s) owner's expense.

4.4 PETS. No animals or fowls shall be raised, kept, or permitted on any Lot except domestic dogs, cats, and caged birds kept within the dwelling unit; provided such dogs, cats, and pet birds are not permitted to run at large and are not permitted to be kept, bred, or raised for commercial purposes or in unreasonable numbers as determined by the ACC. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot. No caged birds shall be allowed outside the dwelling unit.

4.5 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept only in sanitary containers property screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; no trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate, or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.

No building material or any kind shall be placed or stored upon the property until the owner is ready to commence construction, and then such material shall be placed within the boundary lines of the Lot. Said construction must be approved by the ACC and completed within the time allotted by the ACC

(such time shall be reasonable). The costs of removing any materials by the ACC are the owner's liability and the ACC may charge a 15% fee over said costs and have the right to recovery.

4.6 NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.

4.7 WATER AND SEWAGE SYSTEMS. No individual water supply system shall be permitted on any Lot. No individual sewage system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all governmental agencies having jurisdiction of such systems.

4.8 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, structure of a temporary character, or any out building shall be used on any lot at any time as a residence. Recreational vehicles and tents may be used for visiting vacationers, family members on a temporary basis, or for homeowners due to an emergency.

4.9 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel, or other materials, by any means or method, is prohibited.

4.10 MAILBOXES. Lot owners shall be obligated to maintain, repair, or replace their respective mailboxes.

4.11 SIGNS. All signs and advertising devices for display to public view, except for small security system signs, are prohibited. The ACC shall have sole jurisdiction on all signs within the boundaries of HARBOR LIGHTS ESTATES, including any and all common areas. "A" boards that advertise "open house" will be allowed if taken down daily.

4.12 HOMEOWNER'S ASSOCIATION AND MAINTENANCE AGREEMENT. Every lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in HARBOR LIGHTS ESTATES for the purpose of owning property and property rights as common area for the benefit of homeowners, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon (i.e., street lights and monument entrance). Such membership shall be appurtenant to the Lot owned by each Lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the Harbor Lights Estates Homeowner's Association in accordance with this Declaration, any supplemental Declarations, the Articles of Incorporation of such Association, or the terms and conditions of the aforementioned Improvement Maintenance Agreement and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust, or real estate contract which appears as a "first lien" against the lot.



4.13 NON-LIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, or any member thereof, shall be liable to any owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as know to him.

ARTICLE V

5.1 AMENDMENT. This Declaration can be amended only by an affirmative 75% vote of the lot owners.

5.2 ENFORCEMENT. The Declarant shall have the right to enforce any provision of this Declaration or to recover actual damages plus 15% for administration expenses, resulting from any violation thereof by any proceeding at law or inequity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, Declarant, or its agent may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of the Declarant to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

Any and all structures, fences, sheds, playground equipment, etc. installed without approval of the ACC are subject to removal by the ACC or its contractor. Lot owner will be given written notice by the ACC to remove and shall have 14 days to remove said improvements from date of said notice. If homeowner does not remove after notice and within the said 14 days, then the ACC may act to remove. The homeowner will be responsible for all costs of removal plus at 15% administrative charge based on the total labor charges, mileage, hauling cost, dump charges, and clean up.

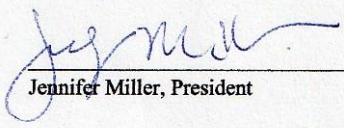
5.3 SEVERABILITIES. Invalidation of any provision hereof shall not affect the other provisions which shall remain in full force and effect.

5.4 NOTICE. Any notice required hereunder shall be deemed effective when published in a newspaper of general circulation in Kitsap County.

Any properties added shall be in writing, reference this document and be recorded at the Kitsap County Auditor's Office.

IN WITNESS WHEREOF, the DECLARANT has hereunto set its hand this 10 day of July, 2020.

HARBOR LIGHTS ESTATES HOMEOWNERS ASSOCIATION

  
Jennifer Miller, President

  
Katie Spencer, Secretary