

KITSAP COUNTY
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KAREN FLYNN, AUDITOR
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REEL 0716 FR 0008

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TOWN'S SUMMIT DIVISION NO. 1 AND DIVISION NO. 2

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TOWN'S SUMMIT DIVISION NO. 1 AND DIVISION NO. 2

**A. F. #: 9305040243
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THIS DECLARATION, made on the date hereinafter set forth by CHAFFEY CORPORATION, a Washington corporation, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Kitsap, State of Washington, which is more particularly described as follows and hereinafter referred to as the "Subdivision":

The Plat of Town's Summit Division No. 1, as recorded in Volume 27 of Plats, pages 188-190 records of Kitsap County, Washington and The Plat of Town's Summit Division No. 2, as recorded in Volume 27 of Plats, pages 191 AND 192, records of Kitsap County, Washington

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to TOWNS SUMMIT DIVISION NO. 1 AND DIVISION NO. 2 HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Subdivisions, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Subdivisions" shall mean and refer to that certain real property hereinabove described.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Subdivision with the exception of land conveyed or dedicated to Kitsap County or local municipal corporations.

Section 5. "Declarant" shall mean and refer to CHAFFEY CORPORATION, a Washington corporation, their successors, heirs and/or assigns if such

successors, heirs and/or assigns should acquire the majority of the undeveloped lots from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, specifically Tract "A" and Tract "B" of the Subdivisions, including any Native Growth Protective Easements so designated. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Tracts "A" and "B" in the Subdivisions.

Section 7. "Native Growth Protection Easements" shall mean the real property designated as a Native Growth Protection Easement (or "NGPE") on the face of the plat and subject to a beneficial interest in favor of the public. This area is restricted in its uses and requires protection of the trees and vegetation as set forth in the plat of the Subdivision. The Native Growth Protection Easements located in Tract "B" are to be owned by the Association at the time of the conveyance of the first lot. Other areas located on lots within the subdivision if any and designated as Native Growth Protection Easements and must be protected and left undisturbed by lot Owners in accordance with the terms and conditions of the plat of the Subdivision and this Declaration.

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ARTICLE II. REEL 0716 FR 0012

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the common area.

(b) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

Membership and Voting Rights

Section 1. Every Owner of a lot which is subject to assessment and all lots held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on January 1, 1996.

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ARTICLE IV.

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved lot owned within the Subdivision, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annually assessments or charges; and

(b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement, construction, establishment, repair, maintenance and other expenses related to or arising from common area (including maintenance and preservation of the Native Growth Protection Easements) or land for which the Association has such responsibilities or obligations including but not limited to real property taxes, utilities, insurance, landscaping, gardening, fences or other items deemed necessary and proper by the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations. The assessments shall specifically include maintenance, repair and replacement if necessary of landscaping. Said maintenance, repair and/or replacement being the duty and obligation of the Association. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Section 3. Maximum Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment shall not exceed one-hundred twenty (\$120.00) per annum.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for the purpose.

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(c) The Board of Trustees may fix the assessment in an amount not in excess of the maximum without the vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, fixtures or improvements of the Association, provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Exception to Maximum Assessment Limitation. The limitations of maximum annual assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs and attorney fees incurred in bringing the Owner, home and/or Lot into compliance with the provisions of this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be personally delivered or mailed to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 7. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, provided, however, that any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 8. Date of Commencement of Assessments; Due Dates: The assessments provided for herein shall not commence prior to the first day of the month following the conveyance of the first Lot from the Declarant. As to each particular Lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Assessments shall be prorated and collected at closing and immediately disbursed to the Association. The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Board shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board and unless otherwise stated, the annual assessment shall be due and payable in on the first day of each calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a statement signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred in collecting said assessments shall create a lien on the property. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Kitsap County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's lot to the same extent as if the delinquent tax was on the Owner's lot. Alternatively, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 12. Common Area Maintenance Responsibility. Maintenance of the Common Area, planter islands, entryway and other common landscaping and common fences shall be the responsibility of the Association. The Common Areas which are not Native Growth Protection Easements shall be maintained in a first-class condition. The construction of amenities commonly used in a park may be permitted after approval by the Architectural Control Committee. Trees, shrubbery, plants, soil and natural growth shall not be disturbed.

Section 13. Native Growth Protection Easements Maintenance. The Association shall be responsible for maintaining all aspects of the Common Area, including maintenance of Native Growth Protection Easements located therein, as required by state, federal and/or local governmental agencies or authorities, or as required in the plat of the Subdivision. In the event the Association fails to comply with this or any other obligation set forth herein, Declarant may (but shall not be required) undertake to satisfy such performance or obligation and Declarant shall thereafter be reimbursed by the Association, within thirty (30) days, all costs, expenses and attorney fees incurred. The Native Growth Protection Easements not within the Common Area which are located within the individual Lots place certain restrictions on the Owner of said Lots. The restrictions are set forth on the Plat of the Subdivision and include the obligation to leave trees and other vegetation within the Easement undisturbed unless written permission is obtained from Kitsap County. In the event the Owner(s) fail to comply with this obligation, the Association may (but shall not be required to) undertake to satisfy such performance of obligation and assess the Owner involved all charges, costs and attorney fees incurred in doing so.

Section 14. Indemnification of Board Member. Each Board member or Association ~~committee member~~, or Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Further, so long as any such person is acting in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other third party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

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ARTICLE V. REEL 0716 FR 0016

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

Section 1. Ownership, Occupancy and Use. No Lot or any part thereof in said Subdivision shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, the Association, and the Declarant. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.

Section 2. Residential Site No portion of any Lot in the Subdivision, shall be owned, used or occupied except as a part of a single residential site: A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of

the smallest component Lot shown on the plat of the subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site.

Section 3. No Subdivision. No lot or contiguous group of Lots shall ever be divided, resubdivided, or replatted in any manner which would bring about Lots which would not qualify as a residential site under the provision of the paragraph above.

Section 4. Architectural Control. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures placed on each residential site. The Owner or occupant of each site, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and plat plan have been approved in writing by the Declarant or its nominee.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties specified in this Section. The Architectural Control Committee shall have three (3) members who each serve three (3) year terms. The Declarant may appoint the numbers until such time as all Lots in the subdivision have been sold and all plans approved, at which time the Declarant may transfer said appointment to the Board of Trustees.

Application for approval of plans to the Declarant or Architectural Control Committee shall be accompanied by a fee established by the Architectural Control Committee. The application fee shall not exceed Three Hundred Dollars (\$300). Any building, wall, fence, out-building, pet house, masonry, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration on the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be designed by an architect, who is either registered to practice in the state of Washington, or is a designer approved in writing by Declarant or its nominee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee.

All plans and specifications for such approval must be submitted at least thirty (30) days prior to the proposed construction starting date.

The maximum height of any residence shall be established at their option, by the Declarant, or its nominee, as a part of the plan approval.

As to all improvements, construction and alterations within or upon the property, the Declarant or its nominee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or its nominee

for any reason, aesthetic or **otherwise**, and in so passing upon such design, **the Declarant** or its nominee shall have the right to take into consideration **the** suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the **harmony** thereof with the surrounding Lots and improvements, and the effect or **impairment** that said structures will have on the **view** of surrounding building sites, and any and all facts, which, in the opinion of the Declarant or its nominee shall affect the desirability or suitability of such proposed structure, improvements or **alterations**. Any action or inaction by the Declarant or its nominee shall be solely discretionary and all parties, members and/or potential **members** shall hold and save Declarant or **its nominee** provided any such actions or inactions are in good faith.

Should the Declarant or its nominee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after written request therefor, **then** such approval shall not be required; provided, **however**, that irrespective of such approval or lack of it, no building, wall, fence, sign, **swimming** pool or other structure shall be erected or be **allowed** to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

Section 5. Minimum Size Requirements. No building shall be allowed on any residential site in the Subdivision except one single-family **dwelling** house, all for the use and occupancy of one **immediate** family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed **living** area, excluding attached garage or carport, which as a floor area of not less than 1400 square feet, provided that in computing the minimum area, only one-half ($1/2$) of any such garage or carport shall be included. No such auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of 80 square feet. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than 20 feet in height, without prior written approval of the Declarant, nor shall any such auxiliary building or authorized structure be **more** than ten (10) feet in height without said approval. Height of buildings shall be **measured from** the highest point at which the natural contour of the ground **comes** in contact with such building or structure. The above requirements do not supersede any governmental requirements that are **more** restrictive. Ride height restrictions are as shown as **Exhibit "A"** attached.

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Section 6. Construction. All construction of properly authorized improvements on any residential site which shall have been **commenced**, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the **immediate** area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of **commencement** of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any Lot at any **time** as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete. Unless written approval is obtained **from** Declarant or its nominee, no building shall be erected upon any Lot so that any part thereof, including eaves or overhangs, shall violate any governmental regulations or otherwise be:

(a) closer than 15 feet to the boundary line of said Lot which extends along a platted street in the Subdivision; (10 feet in culdesacs)

(b) closer than 15 feet to the rear boundary line of said Lot;
or

(c) closer than 5 feet to any other boundary line of said Lot.

Section 7. Plantings and Fences. No hedge over 4 feet in height, nor any open type fence over 4 feet in height, nor any solid fence, wall, or other structure over 4 feet in height, shall be constructed, erected, placed, planted, set out, maintained, or permitted on any residential site within 15 feet of any boundary line thereof which extends along a platted street of the Subdivision. Where any such residential site has curved property lines, setback distances shall be taken at right angles with tangents to the curve; all other setback distances shall be measured at right angles to the property line involved. Except as limited and restricted by the provisions of the foregoing, and subject to the provisions of the paragraph listed above, terraces, plantings, swimming pools, and similar low, unroofed and unscreened construction may be erected outside the setback lines, providing that no swimming pool shall be constructed within 5 feet of the side boundary of such residential site, and provided further, that no such construction or buildings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining facing properties shall be determined solely by Declarant, or its nominee, in their uncontrolled discretion. Trees, shrubbery, and other plantings, not constituting a hedge or other solid screen shall be exempt from the height restrictions imposed by this paragraph, if the location thereof is approved in writing by the Declarant, or its nominee. Declarant may impose such conditions upon the granting of such approval as may, in its uncontrolled discretion be deemed proper.

All front yards and landscaping must be complete within 6 months from the date of completion of the building or structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant, or its nominee.

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section 8. Antennas. No television antennas (including satellite communication dishes, or such similar devices), or radio aerials, or ham radio broadcast or receiving apparatus, shall be erected, maintained or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 9. Changing lot Contours. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined by the Architectural Control Committee in its sole and uncontrolled discretion.

Section 10. Maintenance by Owners. Unless otherwise specifically provided herein, the Owners of Lots or other residential sites in said Subdivision shall be responsible for the maintenance of the landscaping located on their property. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lams in the neat and trim condition at all times. Each Lot Owner agrees to promptly landscape all portions of the Lot facing any street.

Section 11. Garbage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on collection day.

Section 12. Clothesline. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

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Section 13. Roofing Materials and Siding. All roofs shall be asphalt composition unless otherwise approved by the Architectural Control Committee. Homes and improvements may not be constructed with aluminum siding.

Section 14. Underground Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Areas, including water, sewer, natural gas, storm sewer, and power shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same. No lines or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 15. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site. No dog houses, dog runs or dog kennels may be placed on any Lot or residential site unless it is screened from the view of neighboring properties and the streets and does not create an annoyance or nuisance.

Section 16. Trash. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to grow, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand, shall reimburse Declarant for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 17. Non-permitted Parking. The parkways in front of the Lots shall be used for the parking of private or small commercial vehicles. No boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes, or other vehicles, or any part thereof, not in actual current use shall be stored or permitted to remain on any residential site or Lot unless the same is stored or placed in a garage.

Section 18. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the

premises, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site. "For Sale" or "For Rent" signs, the maximum size of which shall be two feet by three feet, shall be approved by Declarant. During the construction and marketing period, Declarant may require all signage on Lots and homes to be uniform in the dimension and general character regardless of the builder or realtor involved in marketing the Lot or home. Uniformity standards may be adopted by the Declarant.

Section 19. Woodpiles. Woodpiles or wood supplies shall not be stored on any front or side yard, visible from the streets within the subdivision.

Section 20. Restriction Against Wells. No Lot or Owner of any Lot may have placed or constructed on, upon, under or within the confines of such Lot or any Common Area any water or irrigation wells for any purpose whatsoever.

Section 21. Assessments for Lighting, Water and Utilities. Declarant reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for obligations or responsibilities of the Association such as lighting, water, utilities and maintenance of fences and landscaping in the Subdivision, including the Common Area, and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessment provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 22. Deviation. Declarant hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property Owners) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration in certain particulars in a specific case, and any deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

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Section 23. Easements. Easements for installation and maintenance of utilities, sewage and drainage or as otherwise set forth in the recorded Plat Map are hereby reserved on each Lot as shown on the final approved Plat of Town's Summit Division No. 1 and Division No. 2.

Section 24. Yard Drainage. The Declarant and all subsequent owners agree to adhere to Kitsap County Drainage Ordinance 1117, Section 1.05.080 (12) and direct runoff from roof and yard drains in such a manner as to not adversely affect adjacent properties.

Section 25. Covenants of Tract A. The Declarant and all subsequent owners of Tract "A" and owners of record, their heirs or assigns of lots inclusive in Plats of Town's Summit Division No. 1 covenant not to trim, cut or remove vegetation from said Tract A, except that:

- 1) The selective clearing/view corridor portion of said Tract A may have trees trimmed, topped or cut only with prior approval of the Kitsap County Department of Community Development.

ARTICLE VI.

General Provisions

Section 1. Covenants to Run with land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change them in whole or in part, provided, ~~however~~, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be terminated or changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of Kitsap County, Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the Owner of any Lot or residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, Declarant, or its nominee, shall have the right, whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse Declarant for the cost thereof including attorney fees and costs incurred; and such entry and abatement or removal shall not be deemed a trespass; provided, however, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

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Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof shall in any way be construed as or constitute a waiver. The invalidation by any Court or any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

Section 4. Right to Assign by Declarant. The Declarant may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 5. Annexation. Additional real property may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this Declaration by reference on the face of any such final plat map of such other real property. In addition, Declarant may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

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(b) Additions by Others. Upon approval in writing of the Declarant and the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary declaration of covenants, conditions, and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time. The easements for drainage and utilities shall exist in favor of all Owners in each and all additional properties.

Section 6. Amendment of this Declaration. Unless otherwise specifically addressed elsewhere, an amendment to any term of this Declaration shall require the affirmative vote of eighty percent (80%) of the voting power of the Association, except as set forth below. Amendments to the following provision of Article V shall require the affirmative vote of sixty percent (60%) of the voting power of the Association: Sections 4, 7, 8, 10, 11, 12, 13, 15, 17, 18, and 19. This Declaration may be amended during the Development Period by an instrument signed by both Declarant and the Owners of at least fifty-one percent (51%) of the Lots, including those of Declarant. Amendments to any provision of this Declaration which expressly alters the rights, duties, and obligations of Declarant shall contain the affirmative written consent of the Declarant. Any amendment to this Declaration must be recorded with the Kitsap County Department of Records and Elections.

Section 7. Storm Drainage Facility Note. Upon completion of storm drainage facilities, the developer will be required to post a two-year maintenance bond for the facility. The developer will be responsible for providing regular and adequate maintenance during this two-year period as well as supportive maintenance records. At the end of this time, the County will inspect the system and, when the facility is acceptable and 80% of the residences

in that phase have been completed, the County will take over the maintenance and operation of the system. Homeowners will then be required to pay a monthly fee (currently \$3.00 per month per lot) for this service.

IN WITNESS WHEREOF, the undersigned Declarant herein has hereunto set its hand and seal on 5/3, 1972.

CHAFFEY CORPORATION

By Robert E. Helm
Robert E. Helm
Vice President

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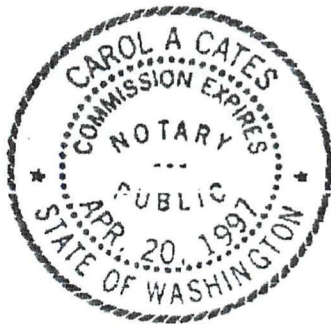
STATE OF WASHINGTON

COUNTY OF KITSAP

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) SS.
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On this 3rd day of May, 1993,
before me, a Notary Public in and for the state of Washington, personally
appeared **ROBERT E. HELM**, to me known to be the President of **CHAFFEY CORPORATION**,
and who acknowledged that she is authorized for and on behalf of said
corporation, and did so execute the above and foregoing Declaration of Covenants,
Conditions and Restrictions of Town's **Summit** Divison No. 1 and Division No. 2 as
the free and voluntary act and deed of said corporation for the uses and purposes
therein set forth.

GIVEN under my hand and official seal the day and year first above written.



Carol A. Cates
Notary Public in and for the
State of Washington,
residing at Bremerton
My commission expires: 4-20-97

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