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OF OFFICIAL RECORDS
Lloyd Campbell
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LYNNESFIELD PLANNED UNIT DEVELOPMENT

BOUNDA OF RECORDS
JEFFERSON COUNTY ASSOCIATION
K. Campbell

THIS DECLARATION is made on the date hereinafter set forth by Lloyd (Joe) Campbell & Lynnette Campbell, husband & wife ("Declarant") their heirs, successors, grantees and assigns, including any homeowner association established, who are the owner of certain real land situated in Port Townsend, Jefferson County, State of Washington, generally described as Tax Number: 101344006 Tax 25 & 101344010 Tax 27, South East 1/4 Section 34, Township 31 North, Range 1 West, W.M. of the City of Port Townsend, Jefferson County, Washington and legally described in the attached Exhibit A.

In order to ensure preservation of the gracious residential environment at Lynnesfield Planned Unit Development, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of the Declarant and shall otherwise in all respects be regarded as covenants running with the land.

Lynnesfield Planned Unit Development
Covenants, Codes & Restrictions

July 30, 1996

ARTICLE I
DEFINITIONS

For the purpose of the Declaration and the Bylaws of Lynnesfield Homeowner's Association, certain words and phrases shall have particular meanings as follows:

Section 1. "Association" shall mean and refer to the Lynnesfield Homeowner's Association, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Unit" shall mean a portion of the Properties intended for development, use, and occupancy as an attached or detached residence for a single family, and shall include, unless otherwise specified, within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided in Subsequent Amendments covering all or part of the Properties. The term shall include all portions of the lot owned including any structure thereon. In the case of a structure that contains multiple apartments, each shall be deemed to be a separate unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the Master Site Plan or the site plan approved by Declarant, whichever is more recent, until such time as certificate of occupancy is issued on all or a portion thereof by the City of Port Townsend, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 4. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Unit, including the Declarant but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners against their respective sellers or assignors.

Section 5. "Multi-Family Housing Neighborhood" shall mean and refer to those dwellings constructed on the northerly portion of the Planned Unit Development, which consist of multifamily residential units, whether they are conveyed as condominium units, townhouse units or zero lot line homes. Owners of Units located within the Multi Family Housing Neighborhood will be considered members of the Lynnesfield Homeowners Association. Multi Family Housing Neighborhood Unit Owners shall have additional responsibilities as described below in Article III, Section 16.

Section 6. "Single Family Housing Neighborhood" shall mean and refer to those dwellings constructed outside of the Multi Family Neighborhood as detached residences on separately platted lots.

Section 7. "Common Maintenance Areas" shall mean those portions of all real property, and any improvements thereon, maintained by the Association at the time of recording this Declaration are described as follows, including but not limited to :

Play fields north-easterly of lots 65-70, trails as described in Exhibit D, and the stormwater detention facilities, streets, areas around trails, the buffer area easterly of lots 54-62, and the perimeter of the Lynnesfield Planned Unit Development. The children's play area, "tot lot" and Recreational Vehicle Storage area, when developed, shall be considered Common Maintenance Areas. Please refer to Exhibit B Common Maintenance Area Map.

Section 8. "Lot" shall mean and refer to the specific assembly and combination of the existing Lynnesfield platted lots as more fully described in Exhibit C, Master Site Plan.

Section 9. "Declarant" shall mean and refer to **Lloyd (Joe Campbell, President, Campbell Construction**, his successors and assigns, including the Lynnesfield Homeowner Association if it is incorporated with the State of Washington, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 10. "Residence" shall mean and refer to a residential building occupying any Lot.

Section 11. "Property Use and Development Agreement" or "PUDA" shall mean the Property Use and Development Agreement for the Lynnesfield PUD AFN# 391311, Vol. 551 Page 841-917, which shall be adopted by reference in these Covenants, Conditions and Restrictions.

ARTICLE II ADMINISTRATION AND USE OF COMMON AREAS

Section 1. Use of Lynnesfield Private Open Space Designated as Common Areas. Nothing shall be altered, or constructed in, or removed from the Common Areas or buffers except upon prior written consent of a majority of the Lot owners. The Association shall maintain all Common Areas in accordance with the "Trails and Open Space Maintenance Agreement", a copy of which is attached hereto as Exhibit E.

Section 2. Dumping in the Common Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Areas or buffers.

Section 3. Provision of Insurance. The Declarant, shall provide liability insurance for all common areas. The Declarant shall pay all applicable taxes and utility charges as required by law for all common areas. Access to common areas shall be limited to members of the Lynnesfield Homeowners Association, when such association is established, excepting streets and trails which are designated as public.

ARTICLE III RESTRICTIONS

Section 1. Residential Use. No Unit or Lot shall be used for any purpose other than residential use. Residential use shall be for single family residential use only, excepting those lots designated Multi-family shall have multi-family residential use. Those uses which are consistent with the PUDA (incorporated by reference) and permitted unconditionally in the PTMRC R-1 Zone shall be permitted on the subject property.

Section 2. Dwelling Quality and Size. All structures shall be of quality workmanship and materials. The main structure, exclusive of garages and open porches, shall contain an enclosed heated floor area of not less than 600 square feet for a single family residence.

Section 3. Building Design Guidelines. All buildings, outbuildings and other structures shall conform to the following design guidelines:

1. Mechanical equipment, television satellite dishes or other utility hardware on roofs, the ground, or on the building itself shall be screened from public view with materials harmonious with the building. Screening shall largely obscure the grade-level view of the afore-mentioned equipment and utility hardware from other lots and the adjacent street rights-of-way.
2. Building components, such as windows, doors, and eaves shall be in proportion with one another.
3. Roofs with a pitch of less than 3:12 shall not be permitted. The recommended standard shall be gabled roof forms.

Roof lines interrupted by solar panels or skylights require additional sensitivity in design. Solar panels shall be mounted flat on the roof, or on

the ground in an inconspicuous location. Bubble-type skylights shall not be permitted. Flat skylights shall be the standard.

4. Ground floor level exterior decks are generally appropriate. Exterior decks for upper stories are appropriate when integrated into the building design. Upper story decks which are supported by external posts and or columns shall not be considered to be integral to the building design.
5. Shielding shall be used on all exterior lighting to prevent light and glare from affecting traffic safety and neighborhood privacy. High intensity lighting (such as mercury-vapor or halogen) is prohibited. Low wattage (100 watts or less) lighting may be ground mounted or mounted on standards no more than six (6) feet in height.
6. Trees having a diameter at chest height of six (6) inches or more which are ten (10) feet or more from any building pad, roadway, utility or drainage may not be removed, unless, in the opinion of a certified arborist, they constitute a danger. The Association or the Declarant, shall replace all dead and damaged trees and plants, as shown on the final landscape plan: Exhibit J.
7. The primary entrance for all single-family residences shall incorporate a covered porch of a depth of not less than four (4) feet and a total area of not less than 24 square feet.
8. Front fences shall be of wooden construction, and of an open design. Wood pickets are appropriate. Low privet hedges are also appropriate. Chain-link and split-rail fences shall be prohibited in front yards. Fencing along the trail corridor shall be limited to four (4) feet in height.
9. Materials shall be selected that are suitable for a residential building. Buildings shall use the same materials, or ones that are architecturally harmonious, on all building walls and other exterior building components. Materials shall be of durable quality.
10. Aluminum, vinyl, T-111, metal, and stucco siding shall be prohibited. The recommended standard shall be cedar shingles or wood siding.
11. Roofing materials shall be wood shingle or shakes, composition shingles, or standing or ribbed seam painted metal roofing.
12. Exterior colors shall be harmonious, and only compatible accents shall be used. Building colors shall be earth tones - browns, beige's, grays or soft greens. Accent or complementary colors, harmonizing with the main color may be used for trim.
13. Continued good appearance depends on the extent and quality of maintenance. Materials and finishes shall be selected for their durability and wear, as well as for their beauty. Proper measures shall be taken for protection against weather, neglect and damage.

14. Landscaping shall be of a residential character. Landscaping shall incorporate drought-tolerant native plants to the extent possible.

Section 4. Manufactured Housing (Mobile and Modular Homes). No manufactured housing shall be erected or caused to be erected on any parcel.

Section 5. Nuisance. Nothing shall be done or permitted on a Lot or group of Lots, or with any Unit or group of Units which may be or become an annoyance or nuisance to any of the surrounding Lynnesfield Lots. No Lot or Unit shall be used in whole or in part for the storage of any property or object that will cause such Lot or Unit to appear in an unclean or untidy condition as viewed from any roadway or neighboring properties, including, but not limited to, disabled vehicles, boats, trailers, junk or other unsightly materials; nor shall any condition be allowed that will be obnoxious to the eye or nose; nor shall any substance, object or material be stored that will or might unduly disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

Section 6. Burning. No burning of backyard debris, yard or household wastes shall be permitted.

Section 7. Solid Fuel Devices. No residential units shall be installed with solid fuel devices such as pellet or wood burning stoves or fireplaces. All homes shall be constructed with electrical, oil or gas heat as the primary heating source.

Section 8. Unnatural Drainage. No Lynnesfield Lot Owner or Owner's agent shall be permitted to deliberately alter the topographic conditions of said Lot in any way that would permit any additional quantities of water, beyond that which would have existed prior to said alteration to be deposited on neighboring properties or road corridors.

Section 9. Height of Structures. No building shall be erected where the total height of the structure above the foundation exceeds 30 feet in height measured from the top of the foundation; the top on the foundation shall be no more than 2 feet above the finished grade.

Section 10. Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

Section 11. Vehicle Parking. Vehicles (except automobiles), boats, trailers, etc. shall be garaged or parked behind single-family residences on a driveway or a suitable paved or gravel surface. Automobiles shall be parked on a Lot in a driveway or garage. No automobiles or other vehicles of any type shall be parked or stored nearer than 5 feet to any side Lot line. Parking for multi-family residences shall be provided in accordance with Article III, Section 16, Subsection 3. If a recreational vehicle storage lot is developed, design details, landscape plans and drainage plans shall be submitted for review and approval by the City of Port Townsend Building & Community Development Director.

Section 12. Time for Construction. All buildings and structures shall be completely enclosed and exteriors shall have a finished appearance within 6 months time from the date of commencement of construction thereof.

Section 13. Animals. No animals other than dogs, cats, caged birds, tanked fish and other conventional small household pets may be kept on any Lot. Animal boarding or commercial kennels shall not be permitted. "Commercial kennel" means any lot or building in which four or more dogs and/or cats at least four months of age are kept commercially for board or propagation.

Section 14. Stormwater Maintenance. The Lynnesfield Homeowner's Association agrees to maintain the private stormwater facility constructed to serve the site. Maintenance shall be provided consistent with the standards contained in Exhibit F, Stormwater Maintenance Agreement. In the event the cumulative effects of development on the property prove that additional drainage control measures not required in the Lynnesfield PUDA become necessary, the City may assess a proportionate share of expenses for future

regional stormwater facilities (within the properties drainage basin) to remedy future deficient stormwater drainage systems related to the property.

Section 15. Open Space and Buffers. No vegetation shall be removed or altered in any open space or buffer, except minimal thinning to provide for view corridors, and maintenance necessary for proper stormwater control. Paths will not be cut through the buffer on the easterly perimeter of the property, other than the trail marked on Exhibit D, Final Trails Plan

Section 16. Multi-Family Residential Neighborhood Units. The Multi-Family Residential Neighborhood located within the Lynnesfield Planned Unit Development shall conform with the following development standards:

1. A Tot-Lot for the use of all residents of the Lynnesfield Homeowner's Association and their guests shall be established within the Multi-Family Neighborhood of the PUD. The tot-lot shall include activity areas and play equipment as specified in Exhibit G, Tot Lot Specification or as otherwise modified by the City of Port Townsend of Building & Community Development. Declarant shall be responsible for the construction of the tot-lot at such time as 80% of the Multi Family Units are completed and ready for sale.
2. Vehicles (excepting automobiles and non-commercial trucks), boats, trailers, campers, recreational vehicles, etc. shall be parked or stored in designated vehicle storage area(s). The vehicle storage area(s) shall be provided and maintained by the Declarant or their assigns, successors and heirs. The vehicle storage area(s) shall be located within the designated Multi-Family Neighborhood portion of the Planned Unit Development. The location of the vehicle storage area(s) shall be approved by The City of Port Townsend Director of Building & Community Development.

3. All buildings and structures shall be constructed in strict conformance with the Multi-Family Residential Neighborhood Design Standards as stated in Exhibit H, Multi-Family Design Standards. The final design of all multi-family buildings, structures, and landscaping shall be reviewed and approved by the Board of Directors of the Lynnesfield Homeowners Association prior to the initiation of construction.
4. Multi-Family Residential Neighborhood Unit Owner(s) may create additional rules and regulations as a condition of lease or rental of their residential dwelling units, as allowed by law. Any such additional rules and/or regulations shall be subordinate to the provisions of this section, and the covenants, codes and restrictions developed in this document.
5. The City of Port Townsend shall have the right to undertake maintenance (including replacement plantings consistent with the Final Landscaping Plan, Exhibit J) of open space areas, stormwater facilities and streets, and to impose any appropriate liens on properties and /or seek reimbursement against the reserve maintenance account. In the event that the City elects to undertake maintenance of stormwater facilities and /or streets, rights-of-way and or easements shall be dedicated to the City as required by the Public Works Director and approved as to legal form by the City Attorney.

ARTICLE IV

HOMEOWNER'S ASSOCIATION

Section 1. Non-Profit Corporation. The Association, if incorporated, shall be a non-profit corporation under the laws of the State of Washington.

Section 2. Membership. Every person or entity which is an Owner of any Unit shall become a member of the Association. Membership shall be appurtenant to the Unit and may not be separated from ownership of any Unit and shall not be assigned or

conveyed in any way except upon the transfer of title to said Unit and then only to the Transferee of title to the Unit. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association. Each Multi-Family Residential Neighborhood Unit Owner shall have additional responsibilities as described in Article III, Section 16.

Section 3. Voting Rights. Owners including the Declarant, shall be entitled to one vote for each Unit owned. When more than one person or entity owns an interest in any Unit, the vote for that Unit shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Unit nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings shall be held annually to carry out the business of the Association and be conducted in accordance with the specifications set forth in the Bylaws of the Lynnesfield Homeowner's Association.

Section 5. Quorum. Written notice of any meeting called for the purpose of taking any action shall be sent to all members at least thirty (30) days and not more than sixty (60) days prior to the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the total membership shall constitute a quorum.

ARTICLE V ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for the Common Expenses as may from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 3 of this Article. The assessment(s), whether they be annual, special or capital improvement, levied by the Association shall be used for the operation and maintenance of the street lights, stormwater facilities, roads and common areas, and other purposes approved by the

Association, and shall be deposited into the appropriate reserve fund(s) and/or account(s). Assessments will not be collected to provide for the initial construction of any facilities as identified in the approved Planned Unit Development Agreement (PUDA) for the Lynnesfield PUD, incorporated by reference.

Section 2. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for each Unit and must be collected on an annual basis. Assessments will only be collected on developed Units, or Units that are being developed at the time of assessment. Assessments shall be collected on Multi-family Residential Neighborhood Units at a ratio of one assessment per every three Multi-family residential dwelling unit constructed or being constructed at the time of assessment.

Section 3. Date of Commencement of Annual Assessment; Due Dates. The annual assessment(s) described in this Article shall commence one month from the date of incorporation of the Lynnesfield Homeowners Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year, the Board of Directors of the Association shall fix the annual assessment. Written notice of the assessment(s) shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors.

Section 4. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment(s) not paid within thirty (30) days after the due date shall bear interest at the rate of 12 percent per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be

in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of or the abandonment of his Lot.

The Association shall have the right to suspend the voting rights of any Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 5. Enforcement. The Association or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The City of Port Townsend shall have the right to impose any appropriate liens on properties and /or seek reimbursement against the reserve maintenance account.

ARTICLE VI GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants, conditions and restrictions are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens

and charges now or hereafter imposed by the provisions of this Declaration. The City of Port Townsend shall have the right to impose any appropriate liens on properties and/or seek reimbursement against the reserve maintenance account.

Section 3. Amendment. The covenants and restrictions may be amended by an affirmative vote of sixty (60%) percent or more of the Owners of Units. Any amendments must be recorded with the Jefferson County Auditor. All amendments shall be consistent with the provisions of any applicable Federal, State and local laws and the approved PUDA of the Lynnesfield Planned Unit Development, incorporated by reference.

Section 4. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, have hereunto set their hand and seal this 30th day of July, 1996

LLOYD (JOE) CAMPBELL,
LYNNETTE CAMPBELL

BY: Lloyd "Joe" Campbell
Lloyd (Joe) Campbell

BY: Lynette Campbell
Lynette Campbell

