

Return Address:

Hansville Heights Home Owners Association
38756 Waukeena PL NE
Hansville, WA 98340

**THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HANSVILLE HEIGHTS**

GRANTOR: Hansville Heights Home Owners Association is a Washington non-profit corporation ("Association").

GRANTEE: Hansville Heights Home Owners Association is a Washington non-profit corporation ("Association").

LEGAL DESCRIPTION:

Abbreviated: Plat of Sterling Highlands, as recorded in Book 32, Pages 118-128 of Plats (inclusive)

Full Lots 1 - 43 and Tracts A - F of the Plat of Sterling Highlands, as recorded in Book 32, Pages 118-128 of Plats (inclusive), under Auditor's File 200708150056, records of Kitsap County, and any subsequent subdivision of thereof

PARCEL NUMBERS:

5536-000-001-0001	5536-000-016-0004	5536-000-031-0005
5536-000-002-0000	5536-000-017-0003	5536-000-032-0004
5536-000-003-0009	5536-000-018-0002	5536-000-033-0003
5536-000-004-0008	5536-000-019-0001	5536-000-034-0002
5536-000-005-0007	5536-000-020-0008	5536-000-035-0001
5536-000-006-0006	5536-000-021-0007	5536-000-036-0000
5536-000-007-0005	5536-000-022-0006	5536-000-037-0009
5536-000-008-0004	5536-000-023-0005	5536-000-038-0008
5536-000-009-0003	5536-000-024-0004	5536-000-039-0007
5536-000-010-0000	5536-000-025-0003	5536-000-040-0004
5536-000-011-0009	5536-000-026-0002	5536-000-041-0003
5536-000-012-0008	5536-000-027-0001	5536-000-042-0002
5536-000-013-0007	5536-000-028-0000	5536-000-043-0001
5536-000-014-0006	5536-000-029-0009	
5536-000-015-0005	5536-000-030-0006	

REFERENCE NUMBERS OF RELATED DOCUMENTS: 200708150056, 200708150057,
201407310252, 201704060096, 201905090155

AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS

A Declaration of Covenants, Conditions, and Restrictions of Sterling Highland (n/k/a Hansville Heights) was recorded under Kitsap County Auditor's File No. 200708150057 ("Declaration"); subsequently amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hansville Heights was recorded under Kitsap County Auditor's File No. 201407310252 ("Amended Declaration"); subsequently amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hansville Heights was recorded under Kitsap County Auditor's File No. 201704060096 ("First Amendment"); subsequently amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hansville Heights was recorded under Kitsap County Auditor's File No. 201905090156 ("Second Amendment") [collectively, the Declaration, Amended Declaration, First Amendment and Second Amendment may be referred to here is as the "Covenants, Conditions, and Restrictions"]

The Lot Owners, who are also Members of the Hansville Heights Home Owners Association, a Washington non-profit corporation ("Association") have by requisite vote at a Meeting duly called, approved amendment of the Covenants, Conditions and Restriction and hereby approve and adopt this Third Amended Declaration of Covenants, Conditions and Restrictions ("Third Amendment")

RECITALS

WHEREAS, The Plat of Sterling Highlands was originally approved by Kitsap Count in 2007 (the "Plat") and the development was initially named "Sterling Highlands"

WHEREAS, since 2007 there have been three different development/building companies that have owned the Lots within the Plat, purchased for construction of single-family residences and related infrastructure and improvements. The name of the development, but not the Plat, was changed from Sterling Highlands to "Hansville Heights", which is also sometimes referred to as "Ridge at Buck Lake"

WHEREAS, 100% of the Lots within the Plat are currently owned by individual lot owners who are members of the Hansville Heights Home Owners Association.

WHEREAS, this Third Amendment is deemed desirable, primarily to address the removal of reference to the "Declarant", Disney and Associates, who no longer owns anything within the development. References to Sections being amended are those of the First and Second Amendment.

NOW THEREFORE, the referenced Sections of the Covenants, Conditions and Restrictions are hereby deleted in their entirety, and the now-operative Third Amended Declaration of Covenants, Conditions and Restrictions, in its entirety, is as follows:

Article 1

Association, Administration, Membership and Voting Rights

1.1 Organization of Association

The Hansville Heights Homeowners Association is a Washington non-profit corporation ("Association")

1.2 Duties and Powers

The duties and powers of the Association are those set forth in this Restated Declaration, the Articles and Bylaws adopted by the Association, together with its general and implied powers of

a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Washington may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws. Without limiting the generality of the foregoing, the primary functions of the Association shall be enforcement of the covenants, the maintenance, operation and repair and insurance of the entry statement, private road easements over and across the Property for the purpose of ingress, egress and utilities to the Lots (A map of such roads is included on Exhibit B (the "Easements"), storm drainage system, parking areas or amenities, common drainage and retention system, trails, open space areas and any other common amenities or elements which may be constructed and/or transferred to the Association. A further purpose of the Association is the collection of Assessments and payment of common expenses to maintain, operate, insure and repair the Easements and the other common amenities (the "Common Expenses")

1.3 Membership

The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his/her membership in the Association shall automatically cease. Membership shall be in accordance with (the he Articles and Bylaws adopted by the Association

1.4 Transferred Membership

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is belonging; and then Membership shall immediately transfer to the new Owner. Any attempt to make a prohibited transfer is void. When a Lot is transferred to a new Owner, The Association shall have the right to record the transfer of Membership upon its books, and thereupon the old membership outstanding in the name of the former Owner shall be null and void.

1.5 Classes of Membership: Voting Requirements

The Association shall have one class of voting membership. Each Lot Owner will have one vote and voting procedures shall be set forth in the Articles and/or Bylaws adopted by the Association; provided, however, that no action of the Members shall be taken without a quorum of Members participating, in person or by proxy. A quorum shall be defined in the Bylaws as not less than twenty-five percent (25%) of the Owners.

1.6 Membership Meetings

Regular and special meetings of the Members of the Association shall be held in accordance with the provisions set forth in the Bylaws. A minimum of 3 regular meetings shall occur per year. Special meetings may be called by the President or by the Board, or upon written request of Members whose votes equal or exceed twenty-five percent (25%) of the total votes of the membership in the Association.

1.7 Board of Directors

The affairs of the Association shall be managed by a Board of Directors ("Board"), which shall be established, and which shall conduct regular and special meetings according to the provisions set forth in the Bylaws. Each member of the Board shall be a Lot Owner and reside therein.

1.8 Use of Agent

The Board of Directors, on behalf of the Association, may contract with a professional management agent and/or independent contractor for the performance of maintenance and

repair and for conducting other activities on behalf of the Association, as may be determined by the Board.

1.9 Architectural Review Committee (ARC)

The Board shall form an Architectural Review Committee ("ARC"). The ARC shall consist of three (3) members. The members of the ARC shall be appointed by the Board to serve at the sole discretion of the Board for such term or terms as the Board shall determine appropriate. Board retains the right to appoint and/or terminate any and all members of the ARC during any point in time encompassing a fiscal year. The Board retains the right to appoint and/or terminate any and all members of the ARC thereafter. Each member of the ARC shall be a residing Lot Owner.

1.10 Prohibition of Alteration and Improvement

Subject to the exemption by the Board, no structure, improvement, or alteration of any kind which will be visible from other dwellings, private roadways serving the Property or any public right of way shall be commenced, erected, painted or altered upon the Property, until the same has been approved in writing by the ARC. The ARC shall review the nature, shape, heights, materials, and proposed location of all improvements.

1.11 Plans and Approval

The ARC shall base decisions to approve or deny proposals on the quality of the proposed workmanship and the materials to be used, the harmony of the proposal to the external design and existing structures, and as to location with respect to topography and finished grade elevation. The ARC shall also have the authority to develop and make available to all Owners within the Property, a set of rules and guidelines to assist Owners in preparing plans under this section. The rules and guidelines shall set forth general criteria to be considered by the ARC in evaluating a particular application for architectural approval. Lot Owners shall submit an application to build or alter which shall include site layout, structural design, exterior elevations, landscaping, drainage, exterior colors and materials, exterior lighting, and any other proposed features of construction. The ARC, in its discretion, may withhold approval of any proposed work if the proposal is not in harmony with the rules or intent of these CC&R's. The ARC may forward plans and proposals to adjacent Lots or those Lots in view of the proposal for review. The ARC shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure it conforms with plans approved by the ARC and guided by Kitsap County. The ARC may also take into account proposed exterior colors and materials in review of an application. The ARC shall either approve, disapprove, or request additional information in writing within 30 days of receipt of the application. Applicable permits, once approved, should be made available to the ARC prior to construction commencement.

1.12 Non-Liability of ARC Members

Neither the ARC, any member, nor board member, thereof shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, except in cases where willful misconduct or bad faith of the ARC or member is proven by clear, cogent, and convincing evidence. The ARC shall review and approve or disapprove all plans submitted to it for any proposed structure, improvement, or alteration, solely on the basis of the criteria established in this Declaration, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building zoning or other codes.

1.13 Minimum Standards

The minimum standards stated in Article 2 shall be binding upon the ARC unless and until this Declaration may be amended as provided below.

1.14 Member Review of Decisions

Notwithstanding the foregoing, any actions taken by the Board or the ARC pursuant to these Covenants, Conditions & Restrictions may be reversed by the vote of two-thirds (2/3) of the members (present, or present by proxy) at a properly called general membership meeting.

Article 2
Residence and Use Restrictions

2.1 Land Use and Building Type

The Property is a rural residential community. The goal and objective of these Covenants, Conditions and Restrictions is to maintain a quality community appearance, ensure compatible development of land and structures, and to protect and enhance real estate values. The Property is designed and intended to be a territorial view community of single-family homes as defined by state and county regulations/ordinances. All design and improvement guidelines, and all covenants, conditions, and restrictions contained herein shall be construed to further this intent that views from each parcel remain unobstructed. The following residence and use provisions are designed to 1) preserve and enhance views of the surrounding landscape, 2) preserve the beauty of the existing landscape while enhancing views and usability of the Property, and 3) create homes, structures, and landscapes with respect to the existing features and topography while designing classical and contemporary northwest homes, taking inspiration from cottage, craftsman, Pacific lodge and coastal architecture.

2.1a Minimum Dwelling Size

Each single-family dwelling structure shall consist of a minimum of One Thousand Five Hundred (1,500) square feet for single-story homes and Two Thousand (2,000) square feet for two-story homes exclusive of basement, garages, patios, breezeways, and detached storage rooms, unless otherwise approved in writing by the ARC. An approval for a dwelling less than One Thousand Five Hundred (1,500) for a single-story home or Two Thousand (2,000) square-feet for a two-story home, once granted, shall run with the land for that specific Lot. For purposes of this provision, a dwelling with a finished daylight basement, which is finished at the time of initial construction, shall be allowed to include the daylight basement area as a maximum of thirty percent (30%) of the total square footage required. No mobile or manufactured homes shall be allowed. Single two-story rectangular masses are not allowed. Projections such as decks, alcoves, balconies, and dormers shall be used to detail large building forms. No dwelling structure shall be more than thirty-two (32) feet in height when measured from the highest natural grade within the footprint of the structure being constructed to the peak of any roof. Third floors, lofts or mezzanines are not permitted. This applies to new construction, additions, accessory buildings of any description and add-ons.

2.1b Grading

Grading and drainage improvements to the site shall minimize impact to the site and shall blend with the existing grades when finished. Natural slopes shall be used rather than retaining walls unless a retaining wall is necessary. The ARC shall approve all retaining walls more than three feet (3') in height. For retaining walls greater than four feet (4') a Kitsap County permit is also required.

2.1c Retaining Walls

If retaining walls are necessary and are visible from public streets or other Lots, the following shall apply. All retaining walls shall be built of natural stone or concrete that has been cast with a natural, rough, unfinished, and nonsymmetrical design. The tops and ends of the retaining walls shall blend with natural contours. Vegetation may be planted at the top and bottom of retaining walls to soften the visual impact on the surrounding landscape.

2.1d Driveways

One driveway entrance per Lot shall be permitted to the public streets, provided, however, a circular driveway shall be permitted if approved by the ARC. Driveways shall be ditched and include a culvert where necessary to prevent any sediment deposit onto the public streets.

2.1e Garages

All Lots are to provide a minimum of two enclosed parking spaces within a garage, unless otherwise approved by the ARC. Garages shall not be used for living spaces or constructed or remodeled for that purpose.

2.1f Roof

All roofs and roof materials shall be fire retardant and as approved by applicable governmental authorities. Subject to governmental approval, the following roof materials are permitted: Metal (non-reflective), tile, slate, or architectural composition (Elk Prestige Plus 30-year comparable) shingles, and comparable roofing materials. Cedar shakes or shingles shall not be permitted. Roof coverings placed on all new buildings and on all buildings being re-roofed shall be of fire resistant/retardant materials with no less than a "Class A" rating as defined by the International Building Code Standard No. 1505.5, or as otherwise approved in writing with supporting reasons by the Kitsap County Fire Marshall. New roofing systems and materials that meet applicable standards are permitted after approval by the ARC.

2.1g Construction

All homes constructed on each Lot shall be built of new materials, except for "décor" items such as used brick, weathered planking, and similar items. No homes on any Lot shall consist, in whole or part, of a mobile home, nor of "factory-built housing" (as that term is defined in RCW 43.22.450 as in effect at the time of execution of this Declaration.)

2.1h Exterior Materials

Exterior wall materials shall be natural wood, refined or natural logs, native stone, and faux stone with a native appearance, or suitable synthetics such as hardie board or masonry. Reflective materials shall not be used. Un-textured concrete is not permitted. No vinyl or aluminum siding shall be used. The ARC may consider proposals for new materials which are comparable in appearance to approved materials. Wood walls shall have vertical, board and batten or shingle, ship lap, or horizontal siding. A minimum of two wall materials are to be used and one shall be dominant. When accent material is used, such as rock, brick, or stone, it shall be used for a minimum of 15% of the exterior surface area visible from the public streets. Stone walls are to appear structural and not veneered.

2.1i Windows and Doors

Windows and doors shall be fitted with a minimum of three inches (3") of trim both vertical and horizontal. Windows and doors shall be wood, vinyl, or metal clad with a natural finish. Windows and doors shall be white, black, moderate color/value and/or earth tones and shall be approved by the ARC.

2.1j Antennae and Satellite Dishes

Placement of any antenna, satellite dish or other device for transmission or reception of radio, television, satellite signals or other form of signal transmission or reception of any sort must be approved by the ARC in accordance with pertinent FCC regulations. Working with the Lot Owner, the ARC will determine a location that minimizes visibility from public streets and other dwellings as much as possible, while allowing optimal signal strength. Weather stations are allowed unless they materially impair views from other Lots.

2.1k Fencing

All fencing is subject to review and approval by the ARC. Fencing shall not materially impair views from other Lots, View Corridors or public streets. Fencing in front of houses is limited to open rail styles. Closed board fencing is acceptable when located behind the house, no closer to the County right of way than the midline of the sides of the residence. In front yards all fences and fencing materials shall be primarily of wood, shall be cedar tones, natural or weathered, shall be stained, not painted. shall be wood rail, such as three rail or split rails, or similar open styles unless the Lot or residence is configured in a way that warrants special considerations by the ARC. If the ARC determines that special considerations are warranted, the ARC shall review, approve, approve with conditions, or deny the fencing. In split rail applications, addition of rolled vinyl coated wire with a two (2) inch by four (4) inch opening in black, dark green or galvanized is acceptable. No barbed wire or concrete block fencing may be used on any Lot perimeter. Framed-in galvanized hog wire or horse wire (2 inch by 4 inch) or similar shall be allowed in back yard applications. Unless otherwise confined by buffers, setbacks or other constraints perimeter fencing may be up to six (6) feet maximum height closed board fencing as long as the fences do not materially impair views from other Lots or public streets as determined and approved by the ARC. Low stone walls are permitted to a maximum height of three (3) feet above ground elevation. No fencing on a Lot shall exceed a maximum of six (6) feet above natural ground elevation unless a written variance is obtained from the ARC to extend a fence to the maximum height allowed by Kitsap County zoning without a special permit (presently seven (7) feet.) if the lot owner can demonstrate it is for the purpose of securing a pet, security or protection from the intrusion of deer or another legitimate reason.

2.1l Sport, Basketball, Tennis and Pickle Ball Courts, Pools, and Play Areas

No sport, tennis, basketball or pickleball courts, pools, play areas or similar permanent recreational improvements shall be located within fifteen (15) feet of a County right of way. Such improvements shall be located behind the residence and not visible from public streets to the extent reasonably feasible as determined by the ARC. The colors and style of any such recreational improvements are to be the same or complementary to the residence/garage. All permanent recreational improvements are subject to the review and approval of the ARC. Basketball rollaway sets are approved for use. Permanent basketball sets are allowed with approval by the ARC. The impact on neighbors regarding noise and hours of use should be taken into consideration.

2.1m Outbuildings

No outbuildings including, without limitation, detached garages, sheds and similar structures, shall be located within fifteen (15) feet of a County right of way. Sheds and similar outbuildings shall be located behind the residence and not visible from public streets to the extent reasonably feasible as determined by the ARC. The height of sheds and similar outbuildings shall be limited to a wall height of ten (10) feet and must meet all Kitsap County regulatory requirements. The colors and style of any outdoor structures are to be the same or complementary to the residence in roofing and siding, material, color, trim application, and design. Rectangular masses are not allowed. No carports or similar structures shall be permitted on any Lot. All outbuildings are subject to the review and approval of the ARC.

- 2.1n Exterior Colors
Exterior colors of all buildings shall be of moderate to dark hues and/or earth tones and shall be approved by the ARC.
- 2.1o Exterior Lighting
All exterior lighting shall be arranged so that the light is shaded and otherwise directed away from adjoining Lots and so that no more than one foot candle of illumination leaves the boundaries of a Lot. No flood lighting shall be permitted, except behind the residence and then only as approved by the ARC. Subtle uplighting for vegetation and residence accent shall be approved if the impact on neighboring Lots is not materially significant, fixtures do not emit stray light, and the lighting complies with Kitsap County regulations. All outdoor lighting is subject to the review and approval of the ARC.
- 2.2 Vehicle Parking on County Streets
To the extent permitted by law, no vehicles including, but not limited to, cars, trucks, motorcycles or recreational vehicles (boats, ATVs, off road vehicles, trailers, campers, motor homes and similar vehicles) shall be parked on County streets for a period exceeding twelve (12) hours in any consecutive seven (7) day period. All guests staying more than twelve (12) hours in any consecutive seven (7) day period shall park their vehicles on Lots or other private property.
- 2.3 View Corridor
The "View Corridor," as shown in Exhibit C, relates to the primary view that has been identified by the Lot owner and approved by the HOA. The View Corridor is defined as the area within the following boundaries: two vertical perpendicular planes extending from each end of the main face of the habitable portion of the main dwelling including the area 30 degrees to the outside of each perpendicular face.
- 2.3 a Tree and Vegetation Installation
No tree or vegetation shall be installed on a Lot which, at the time of installation or when full grown, would materially impede the View Corridor of the primary dwelling on another Lot, where such primary dwelling is constructed in a location approved by the ARC.
- 2.4 Tree and Vegetation Removal on Individual Lots
Vegetation or trees more than twenty (20) feet in height or with trunks ten (10) inches or more in diameter may be limbed-up or trimmed by a certified arborist or licensed and experienced tree service, but shall not be removed or topped without prior approval of the ARC, and then only if the tree is determined to be a danger to people or structures or for the purpose of maintaining a View Corridor (Exhibit C), or establishing the building site, surrounding yard, driveway, and improvement footprint with such removal being the minimum necessary to accommodate the approved improvements and create and preserve the View Corridor from the Lot. Tree removal (other than as outlined in Section 2.5) shall not be permitted within twenty feet (20') of any shared lot line, except as may be necessary to remove diseased, dead or dangerous trees, as certified by an accredited arborist or licensed and experienced tree service.
- 2.4a Tree and Vegetation Removal in Common Areas
The Board may grant permission to Lot Owners to clear trees in the areas designated as Common Area if the trees present an urgent danger of causing harm to their homes. When either a certified arborist or licensed and experienced tree cutting service assesses the situation and concludes that certain trees in proximity to a home are dead, diseased or damaged the Board may authorize their removal. Each situation will be individually assessed, and a decision will be made as to who pays depending on the circumstances. If the Board and ARC determine that the

request for tree removal is to enhance the View Corridor or for other approved purposes rather than presenting an imminent danger, the Lot Owner shall pay the full cost of removal.

2.4b Invasive Species Removal

Planting noxious weeds and other invasive species listed by the Kitsap County's Noxious Weed Control Program is not allowed. The Program lists species by class and Lot Owners should take appropriate action when invasive species are discovered on their property, by removing the invasive species to the extent practical to keep them from spreading.

2.5 Tree and Vegetation Removal for View Preservation

In the event trees or other vegetation have grown to a height or width that impedes the View Corridor (Exhibit C) from another Lot, the Owner of the Lot with the impacted View Corridor shall have the right to request that the trees or vegetation restricting the Lot's View Corridor be modified (limbed, topped or removed) to maintain the View Corridor. The Owner of the Lot whose View Corridor is impacted shall submit a request to the other Owner(s) and shall be responsible for full payment of the cost of such modification. The nature of the modification required must be acceptable to both parties. In the event the Lot Owners in question cannot agree, the issue shall be submitted to the Board prior to any removal of vegetation, and the Board shall attempt to mitigate a resolution.

2.6 Drainage

Any and all drainage from a Lot must be managed so that no turbid water leaves the site at any time. Prior to any lot clearing activity, the Lot owner shall obtain a permit from the State of Washington Department of Ecology (NPDES) and follow all guidelines for the management of storm water and erosion. Best Management Practices must be followed including, at a minimum, the installation of still fence or mulch berm on the downhill side of the activity and covering with straw any disturbed grounds required by the NPDES permit.

All Storm water that could potentially leave each Lot shall be conveyed, at the Lot Owner's expense and as specified in the Final Accepted Drainage Plans under DAP 05 24506 Addendum I on file with Development Engineering, Kitsap County Department of Community Development (or its successor agency), as follows:

- a) Lots 8 through 13, 24, 29, 30 and 32 through 39 shall direct roof and lot runoff to the secondary drainage system. At the time of Building Permit Application, the owners shall submit a plan of the roof and yard drainage conveyance system to the building department for review and acceptance. The drainage system shall be installed and accepted prior to occupancy.
- b) Lots 23, 27, 28, and 40 through 43 shall incorporate individual lot infiltration systems. At the time of Building Permit Application, the owners shall submit a plan of the roof conveyance system and the location of the proposed storm water infiltration systems to the building department for review and acceptance. The drainage system shall be installed and accepted prior to occupancy.
- c) Lots 1 through 4 shall direct roof and lot runoff to a constructed swale that will direct storm water to the regional facility. At the time of Building Permit Application, the owners shall submit a plan of the roof and yard drainage conveyance system to the building department for review and acceptance. The drainage system shall be installed and accepted prior to occupancy.
- d) Lots 5 through 7, 14 through 17, 25 and 26 shall direct roof and lot runoff to the roadway ditch system that directs storm water to the regional facility. At the time of Building Permit Application, the owners shall submit a plan of the roof and yard drainage conveyance system to

the building department for review and acceptance. The drainage system shall be installed and accepted prior to occupancy.

c) Lots 18 through 22 and 31 shall direct roof and lot runoff to the adjacent wetland. At the time of Building Permit Application the owners shall submit a plan of the roof and yard drainage conveyance system to the building department for review and acceptance. The drainage system shall be installed and accepted prior to occupancy.

2.7 *Deleted in its entirety*

2.8 Vehicle and Equipment Storage

All inoperable, stored, or occasional use vehicles, recreational vehicles (boats, ATVs, off road vehicles, trailers, campers, motor homes and similar vehicles), motorcycles and commercial vehicles, shall be stored inside of an enclosed building in a location not directly visible from any other residence or County right of way; provided, however, that the ARC may permit outdoor storage of recreational vehicles on Lots with an existing, residence/garage subject to the following restrictions: (1) The recreational vehicle does not exceed twenty-eight (28) feet in length; (2) the recreational vehicle must be licensed for daily use on public streets without requiring a special permit; (3) no recreational vehicle may be stored outdoors on any Lot closer to the County right of way than the front of the garage facing the county right of way; (4) recreational vehicles shall be stored behind the residence and not visible from public streets to the extent reasonably feasible as determined by the ARC; provided, however that, if the ARC determines it is not reasonably feasible to store a recreational vehicle outdoors behind the residence, the ARC may approve storing the recreational vehicle adjacent to the side of the garage as long as the remaining restrictions in Section 2.8 are satisfied; (5) no outdoor storage of recreational vehicles shall materially impair views from other Lots to the open spaces, View Corridors or public streets; (6) all recreational vehicles stored outdoors must be operable, fully licensed and registered, and be visually in good condition and (7) all recreational vehicles must be stored entirely on a concrete, asphalt or other hardscape surface. Lot owners may load and unload a recreational vehicle in their driveway for up to three (3) days without requiring ARC approval. ARC permission is required to store, load or repair a trailer or recreational vehicle in a driveway for longer periods up to thirty (30) days.

2.9 Outdoor Storage

Except as otherwise provided in Section 2.8 relating to outdoor storage of recreational vehicles, no outdoor storage of vehicles in inoperable or poor condition, building or other materials (except firewood for personal use), machinery and/or equipment shall be permitted on any Lot; provided, however, the ARC may approve temporary outdoor storage, but only in conjunction with construction of a structure or other improvements being undertaken pursuant to an approved Kitsap County building, clearing or grading permit and subject to a reasonable period of time as determined by the ARC.

2.10 Outdoor Fires

No incinerators or other open waste burning fires shall be permitted. Materials that are permitted to be burned are limited to those allowed by Kitsap County or the North Kitsap County Fire Department. All outdoor fires are subject to temporary or permanent burning bans imposed by Kitsap County or any other governmental entity with jurisdiction in Kitsap County. The Board will coordinate with the North Kitsap County Fire Department and state Emergency Agencies to impose a ban on any and all outdoor burning for a temporary period based on extreme fire danger.

2.11 Landscape Building Envelope

Landscaping shall use natural and indigenous materials to create a transition between the natural environment and any improvements. Natural and existing features including rock outcroppings and vegetation should be used in the landscape design.

2.12 Common Area Fire and Invasive Species Zone

Lot owners may cut back and clear invasive vegetation in the Common Area within eight (8) feet of their Lot boundaries. Additional permits may be required if the area is recorded by Kitsap County as sensitive wetlands. Application of herbicides is prohibited. Lot owners and the HOA should make a reasonable effort to remove any combustible materials including dead vegetation and forest debris that could provide fuel for a fire.

2.13 Vacation Provisions

No vacant Lot may be used for vacation purposes, such as overnight camping and similar activities.

2.14 Business Use Prohibited

No trade, craft, business, or commercial or manufacturing enterprise or activity of any kind, other than a professional business conducted from an office inside the home and which does not generate excessive customer traffic, shall be conducted, or carried on upon any Lot within the Property. This Section is specifically intended to prohibit maintenance or operation of a day care, unless permitting is required by law. In addition, no goods, equipment, vehicles, materials, or supplies used in connection with any business or commercial activity shall be permitted, kept, parked, stored, dismantled, or repaired on any Lot or street within the Property, unless stored entirely within a structure permitted by these CC&R's.

2.15 Nuisance Prohibited

No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become a nuisance or which may in any way interfere with the enjoyment of each of the Owners of his or her respective Lot. Recreational use, controlled social gatherings or other events, which may from time to time cause an above average level of noise, shall not be considered a prohibited nuisance. No Lot within the Property shall be used as a dump for trash or rubbish of any kind, and all garbage or other waste shall be kept in appropriate sanitary containers for proper disposal. No firearms may be discharged on the Property.

2.16 Temporary Structures, Mobile Homes and Manufactured Homes

No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure, other outbuildings, camper, trailer, motor home or other recreational vehicle, shall be used as a residence, except on a temporary basis in conjunction with construction of a primary residence pursuant to an approved Kitsap County building permit and subject to a reasonable period of time as determined by the ARC, but in no event longer than twelve (12) months. No mobile or manufactured homes shall be permitted on any Lot.

2.17 Time of Completion

Any Dwelling or structure erected or placed on any Lot in the Property shall be completed as to exterior appearance, including finished painting, within twelve (12) months from the date of commencement of construction. The ARC may extend the time requirement for completion on behalf of any Owner upon a showing of good cause.

2.18 Utilities

All utilities to be installed, including cable, phone, power, and any other utilities shall be installed underground. No overhead utilities shall be allowed.

2.19 Animals

Animals including dogs, cats, caged birds, fish in tanks, and other small household pets shall be permitted on Lots. Dogs shall not be allowed to create a disturbance for other Owners. Owners shall be responsible for the prompt cleanup of their respective animals on all Lots and Easements. All dogs shall be leashed on the public roads within the HOA in accordance with County regulations. Commercial breeding of pets is prohibited. All other animals including horses, livestock, poultry, and pigs shall not be permitted. The Board may at any time require the removal of any pet or animal if it determines that the animal is disturbing other Owners unreasonably even though similar pets or animals are permitted to remain.

Horses are prohibited on the HOA portion of Conservancy trail #22 and may not use the trail to access Benchmark Ave NE. Signs designate the approved turnaround area. Horses are prohibited from the lower trail between posts #50 and #51.

2.20 Yard Signs

Professional appearing signs advertising Lots for sale or rent, including the temporary daytime display of signs advertising open houses, may be displayed on the appropriate Lot, provided that such signs shall be of reasonable and customary size, not to exceed five (5) square feet. No more than two (2) for sale signs may be placed on a lot. Contractor signs of reasonable and customary size may be displayed during the period that the work is being performed. Political signs of reasonable and customary size may be displayed up to thirty (30) days prior to the election and must be removed within a week after the election. No more than one sign per candidate or issue may be displayed with a maximum of three signs total per yard.

2.21 Garbage and Refuse Material

No Lot shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage, or similar material. After initial construction of a residence on a Lot, all garbage and trash shall be kept in covered containers. Garbage cans or similar garbage or trash containers should not be placed on the street curb more than a day before the designated day for refuse pick up. All containers should be removed from the street by the following day. Lot owners may store approved garbage and recycle containers on the side of their house or garage as long as they are kept in good order and stored in an acceptable manner. This requirement may be waived should owners become ill, are disabled or if a Lot owner is temporarily late in retrieval due to holiday or vacation.

2.22 Mail Boxes

Mailboxes shall be at specified group locations as per U.S. Post Office requirements and shall be designed in accordance with specifications as approved by the ARC.

2.23 No Warranty of Enforceability

While Hansville Heights Homeowners Association has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Hansville Heights Homeowners Association makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Hansville Heights Homeowners Association harmless therefrom.

**Article 3
Repairs and Maintenance**

3.1 Owners' Maintenance Responsibilities

Each Lot Owner shall have responsibility for maintaining the exterior of their residence and garage, all other buildings and improvements, and landscaping located on their Lot, including the utility and stormwater easement located thereon. Each lot shall be maintained in a clean, and well-kept condition at all times and shall be kept free of litter, junk, trash rubbish, garbage, debris and excess building materials. All homes shall be stained or painted to keep the exterior fresh and not faded or peeling. Members with an unfinished lot shall remove any invasive species that may invade into neighboring residences. Undeveloped lots must be maintained by routinely cutting grass and weeds back from the road at least five (5) feet. This requirement, as stated above, includes any drainage ditch in the front of their property. It is the lot owner's responsibility to contact Kitsap County if they want assistance in clearing the stormwater easement on their property.

3.2 Repair and Maintenance Rights and Duties of the Association

The Association shall maintain and repair any improvements within the Common Areas, including entry areas, signage, and any trail(s) within Tracts A, C, D and E and the critical area buffers, provided, however that the Association shall not be responsible for maintenance of the utility and stormwater drainage easements over any Lot (which services property common to other home owners or across HOA property), which shall be maintained by the Owner of the Lot(s) over which the easements are extended as provided in Section 3.1. The Association shall have the right to contract with third-parties for Association maintenance, repairs and replacement. All such improvements to the Common Areas must be beneficial to the community as a whole, not for the sole benefit of individual Lot Owners.

3.3 Access Easement

For the purpose of performing any maintenance or prevent damage to a portion of Hansville Heights including, without limitation, Tracts A, C, D and E or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents, and contractors) shall have an irrevocable easement over and onto all utility and stormwater easements located on any Lot (which services property common to other home owners or across HOA property) and Tracts A, C, D and E and shall also have the irrevocable right after reasonable notice to the Owner, and at reasonable hours, to enter onto any Lot.

Article 4

Association Maintenance Funds and Assessments

4.1 Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as needed and, in a manner, prescribed by the Board:

Regular Assessments; Extraordinary Assessments; Special Assessments

All Assessments, together with interest, costs and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made. However, such lien shall be subordinate to the lien of any first mortgage or construction loan, unless such lien is recorded prior to the recording of any first mortgage or construction loan. Such liens may be enforced or foreclosed according to law, with attorney's fees and costs to be charged against the party being foreclosed. Each such assessment together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself or herself from liability for his or

her contribution toward the Common Expenses by waiver of the use or enjoyment of the Easements or by the abandonment of his or her Lot.

4.2 Purpose of Assessments

The Assessments levied by the Association shall be used exclusively for the maintenance, repair and replacement of the Association responsibilities set forth in Section 3.2, Association operations, insurance and other expenditures approved by the Board for the betterment of Hansville Heights. The normal maintenance necessary or desirable for the areas of Association responsibility shall be determined by a majority vote of the Board based on the nature and condition of the amenities and the total amount of Regular Assessments that are anticipated based upon the budget. Owners shall contribute a pro rata share per Lot of the budgeted expenses of the Association, which will be paid as Regular Assessments. The Board, from time to time, shall consider whether to obtain a reserve study. If a reserve study is obtained, then the Board shall consider whether a reserve fund should be established for maintenance, repair or replacement of improvements for which the Association has responsibility. The amount to be paid by each Owner into any reserve fund established by the Board shall be included in the annual budget and paid by each Owner on a pro rata share per Lot as part of the Regular Assessments.

4.3 Regular Assessments

The Board shall determine and fix the amount of the annual regular Assessment against each Lot at thirty (30) days in advance of the start of each fiscal year; provided, however, that the annual Regular Assessment may not be increased by more than fifteen (15) percent above the maximum Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a two-thirds (2/3) of the total voting power as identified in the Articles and bylaws.

4.4 Extraordinary Assessments

In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of covering the actual cost of any improvement, reconstruction, repair or replacement of any Easements, trails and/or other Common Areas, due to damage or normal wear-and-tear, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment. The Annual Budget for each year includes the Regular Assessment and any Extraordinary Assessments approved by the Board. The Board shall provide the membership with an annual budget summary at least 14 days before the Annual Meeting, at which the Regular Assessment and Extraordinary Assessments are voted upon by members present or by proxy. Approval of the assessments requires a majority vote. A quorum is not required.

4.5 Special Assessments

In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency and without requiring a vote of Owners) against an individual Lot and its Owner for violations of any provisions within this Declaration, including the right of the Association to receive reimbursement for costs incurred in bringing that Owner and his or her Lot into compliance with the provisions of this Declaration and the bylaws, including actual attorneys' fees and costs.

4.6 Date of Commencement of Assessments; Due Dates

The Regular Assessments provided for herein shall commence as to all Lots on a date determined by the Board. Regular Assessments shall be due on the first day of the fiscal year, which is January 1. Dues will be considered late after 30 (thirty) days.

4.7 Payment of Taxes Assessed Against Easements and Personal Property of Association

In the event that any taxes are assessed against the Easements or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes, (regardless of any limitation otherwise applicable to Extraordinary Assessments set forth in Paragraph above), to be paid in two (2) semi-annual installments, thirty (30) days prior to the due date of each tax installment.

4.8 Transfer of Lot by Sale or Foreclosure

The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot Owner from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure, or by deed in lieu of foreclosure, of a mortgage recorded prior to the recordation of a Notice of Delinquent Assessment covering such Lot and given in good faith and for value, shall extinguish the lien of all Assessments which become owing prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectable from all of the Lots including the Lot for which the lien was extinguished.

4.9 Other Conveyance

In the case of any other conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, therefore. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement. Provided, however, the grantee shall be liable for any Assessment becoming due after the date of any such statement.

4.10 Enforcement of Assessment Obligation; Priorities; Discipline

If any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date) such Assessment shall thereafter bear an annual interest at eighteen (18) percent until paid. Additionally, automatic late processing fees of ten dollars (\$10.00) per month shall be assessed from the due date until the date when the Assessment(s) and all late charges are paid. Each delinquent Assessment may be evidenced as a matter of public record by a Notice of Delinquent Assessment recorded by the Association or other party or parties entitled to enforce and/or receive the same, which recorded Notice of Delinquent Assessment shall provide notice to the public of the delinquency.

**Article 5
Easements and Utilities**

5.1 Common Areas

"Common Areas" shall consist of Tracts A, C, D and E and utilities and stormwater easements within Hansville Heights.

5.2 Association to Maintain Common Areas

The Association shall have the right and the obligation to maintain the Common Areas, critical area buffers, trails within the Common Areas and any landscaping within the County right of way.

5.3 Alterations of Common Area

Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Department of Community Development (or its successor agency) pursuant to Title 19 of the Kitsap County Code (or its replacement provisions). Refer to section 2.12 for clarification on alteration to Fire protection zone at property lines adjacent to Open spaces.

5.4 Easements for Utilities and Drainage

Hansville Heights Home Owners Association does hereby establish, create, and reserve for itself and for the benefit of the Association, Owners, Utility Companies, the Public, Kitsap county and their respective heirs, assigns and successor companies easement for the installation and maintenance of landscaping, access pedestrian trails, guard rails, and all utilities, including but not limited to, storm sewers and drainage systems and electrical, gas, telephone, cable television, internet, water and sewer lines, at those locations set forth on the Plat. No Lot Owner shall allow or permit any structure or landscaping to be located, installed, or grow up the areas subject to the foregoing easements which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the foregoing easement areas located on another Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot owner shall maintain the areas of his Lot subject to the foregoing easements in a condition that will not interfere with the operation and maintenance of said utilities and systems.

5.5 Access, Use and Maintenance Easements

Hansville Heights Home Owners Association expressly reserves, for the benefit of the Owner's and for any future subdivision of the Property (including the Kitsap County recording 8/4/21 and 8-17/21 Declaration of lot line adjustment and easement establishing Lot 1 and 2 and further lot A and B) by reciprocal, nonexclusive easement for access, ingress, egress and utilities, over and under all of the Easements. In addition, in the Easements, the Owners of the Lots may install utilities, including but not limited to: sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, provided, however such use of the Easements shall be reasonably necessary for use and enjoyment of a Lot in the Property and such use shall not infringe on any Lot Owner's use of the Easement for access, ingress and egress. Such Easements shall be belonging to, binding upon and shall pass with the title to every Lot conveyed.

5.6 Owners' Rights, Duties, Rules and Regulations with Respect to Trails and Common Areas

- 5.6.1 The trails and Common Areas are for day use only. No night time use or overnight camping is allowed. No personal property may be left in said areas overnight. No motorized vehicles, unless approved by Hansville Heights, may access the trails. Motorized vehicles and equipment may access the trail for the purpose of maintaining the trail and surrounding property.
- 5.6.2 Lot Owners or guests of lot owners using the trails and Common Areas shall haul all trash out. It is the responsibility of all who enter the trail and bring Domestic pets to haul out any animal waste.
- 5.6.3 Children under the age of 10 must be accompanied by an adult.
- 5.6.4 Domestic pets must be on leashes or otherwise restrained.
- 5.6.5 Property Taxes on Common Areas, Trails and Open Space Tracts. Tracts A, C, D and E are not currently assessed as property tax by Kitsap County. In the event that in the future these Tracts

are ever assessed a property tax by Kitsap County, then the Lot Owners shall pay a pro rata share, per Lot, of the assessed property taxes. Said property taxes may be included in the Regular Assessments made under the provisions of Article 4 or, in the alternative, in the form of an Extraordinary Assessment levied against the Lots in an amount equal to said property taxes (regardless of any limitation otherwise applicable to Extraordinary Assessments set forth in Paragraph 4.4 above), to be paid in two semi-annual installments, thirty (30) days prior to the due date of each property tax installment.

- 5.7 The obligation of the Association to maintain Tracts A, C, D and E, together with the amenities thereon, and the provisions of Subparagraphs 5.6.1 thru 5.6.5 of this Declaration may not be materially modified or removed from this Declaration without the prior written consent of the Board.
- 5.8 Owners' Rights and Duties with Respect to Utilities. The rights and duties of the Owners of Lots within the Property with respect to utilities shall be as follows.
- 5.8.1 Whenever utilities, such as sanitary sewer, water, electric, gas, television receiving, internet or telephone lines, require access to surrounding Lots, the Owner of the Lot served by said connections shall have the right and is hereby granted an easement through surrounding Lots as required to access the closest possible utility connections and to repair, replace and generally maintain said connections when necessary. The Owner of the Lot served by said connections should make every attempt to use currently available utility and stormwater drainage easements to provide the necessary connections. If none are available, upon completion of the repair, maintenance or replacement, the surface of the Lot(s) entered onto shall be restored to the condition existing immediately prior to commencement of the work at the sole cost and expense of the Owner seeking access.
- 5.8.2 In the event of a dispute among the Lot Owners with respect to the repair, maintenance or replacement of any utility connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Lot Owner addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and binding on the affected Lot Owners.

Article 6

Insurance

- 6.1 The Association shall secure a comprehensive general liability Policy providing coverage for bodily injury and property damage for any single occurrence, in an amount of not less than One Million Dollars. At its sole discretion, The Board may purchase other forms of insurance, including but not limited to, Umbrella policy and/or Directors and Officers coverage with limits and terms the Board deems appropriate. The policy or policies shall include the Association, Board and Lot Owners as insureds.
- 6.1a Liability Insurance
A comprehensive general liability insurance policy covering Tracts A, C, D and E, any improvements located thereon, and any obligation to provide insurance under any easement, lease or right of way, and shall provide coverage for bodily injury and property damage for any single occurrence, covering bodily injury and property damage resulting from the operation, maintenance, repair or use of any insured premise for an amount not less than \$1,000,000 (one million dollars).

6.2 Waiver of Claim Against Association

As to all policies of insurance procured by the Association and maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another and the Board and agree to limit their recovery to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

6.3 Insurance Premiums

Insurance premiums for any insurance coverage obtained by the Association and any other insurance deemed necessary by the Board shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners.

6.4 Trustee for Policies

The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in this Article 6 shall be paid to the Board of Directors and held in trust. The Board shall have full power to receive and receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board is hereby granted the authority to negotiate loss settlement with the appropriate insurance carriers, with participation, to the extent they desire of mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration. Any two (2) members of the Board of Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

**Article 7
Destruction; Condemnation**

7.1 Damage to Easements

In the event of any destruction of any portion of the Easements, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 6 for reconstruction or repair of the Easements shall be used for such purpose, unless otherwise provided herein. The Easements shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

7.2 Damage to Dwellings

In the event of any destruction of any Dwelling or Dwellings, it shall be the duty of the Owners(s) of the Dwelling or Dwellings to: A) restore and repair the same to its/their former condition, as promptly as practical. The Dwelling or Dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans or in accordance with the rules set forth herein, or B) clear all debris and return property to its natural state as promptly as possible.

7.3 Alternate Plans for Restoration and Repair

Notwithstanding the provisions of Paragraphs 7.1 and 7.2, the Association shall have the right, by a vote of Members representing two-thirds (2/3) or more of the Lots, to make alternate

arrangements respecting the repair, restoration or demolition of any damaged portion of the Easements. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary Assessments. Any plan adopted pursuant to this Paragraph shall be adopted within sixty (60) days of the damage or destruction.

7.4 Condemnation

The taking or partial taking of any portion of the Easements by condemnation or threat thereof shall be negotiated by the Owner of the portion of the Property subject to such taking. Any award shall be that of the Owner; provided, however, that if such taking has the effect of taking the only route of access of any Owner of any Lot, the award shall be deposited in the general funds of the Association for the purpose of securing alternate access for such landlocked Owner, with any remainder to the Owner of the Lot with the condemned easement.

**Article 8
Duration and Amendment**

8.1 Duration

This Declaration shall continue in full force and effect for a period of ten (10) years from the date hereof, after which time the same shall be automatically renewed for successive terms of ten (10) years each, unless a Declaration of Termination is recorded, meeting the requirements for an amendment as set forth hereafter. All Lots within the Property shall continue to be subject to this Declaration during the term hereof regardless of sale, conveyance or encumbrance.

8.2 Amendments by Lot Owners

Any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all Owners entitled to receive notice of a meeting of the Association, the unanimous consent of all Owners shall be required for adoption of either an amendment changing the voting power or portion of assessments appurtenant to each Lot or an amendment of this Article 14. All other amendments shall be adopted if approved by 67% of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of Kitsap County, Washington.

**Article 9
General Provisions**

9.1 Enforcement

The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Invalidity of Any Provision

Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Property is situated the validity of all other provisions shall remain unaffected and in full force and effect.

9.3 Conflict of Proper Documents

If there is any conflict among or between the Property Documents, priority shall be given to the Property Documents in the following order: Plat Map; this Declaration; Articles; Bylaws; and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Property Documents, which is for the protection of mortgagees, shall have priority over any inconsistent provision in that document or in any other Property Document.

HANSVILLE HEIGHTS HOME OWNERS ASSOCIATION, [a Washington non-profit corporation ("Association")]

By:

Cynthia Niver
Cynthia Niver
President

November 8, 2025

By:

Shawn Frederick
Shawn Frederick
Secretary

11/8, 2025

CERTIFICATION

The undersigned Secretary represents that this Third Amendment was duly approved by the requisite vote of members at Meetings of the Members on April 8, 2024 and October 1, 2024.

By:

Shawn Frederick
Shawn Frederick
Secretary

11/8, 2025

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appearing before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, **Cynthia Niver**, to me known or proved to me on the basis of satisfactory evidence to be the individuals that executed the foregoing instrument as the **President** of the Hansville Heights Home Owners Association, a Washington non-profit corporation ("Association"), and acknowledged the same instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this 27th day of November, 2025.



[Signature]
Signature of Notary
Ryan Anderson
(Print name)

Notary public in and for the state of Washington,

Residing at Kingston

My commission expires 10-05-2029

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

On this day personally appearing before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, **Shawn Frederick**, to me known or proved to me on the basis of satisfactory evidence to be the individuals that executed the foregoing instrument as the **Secretary** of the Hansville Heights Home Owners Association, a Washington non-profit corporation ("Association"), and acknowledged the same instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this 27th day of November, 2025.



[Signature]
Signature of Notary
Ryan Anderson
(Print name)

Notary public in and for the state of Washington,

Residing at Kingston

My commission expires 10-05-2029

EXHIBITS

Exhibit "A" – Legal Description

Exhibit "B" – Maps depicting Lot configuration, roads and easements

Exhibit "C" – View Corridor

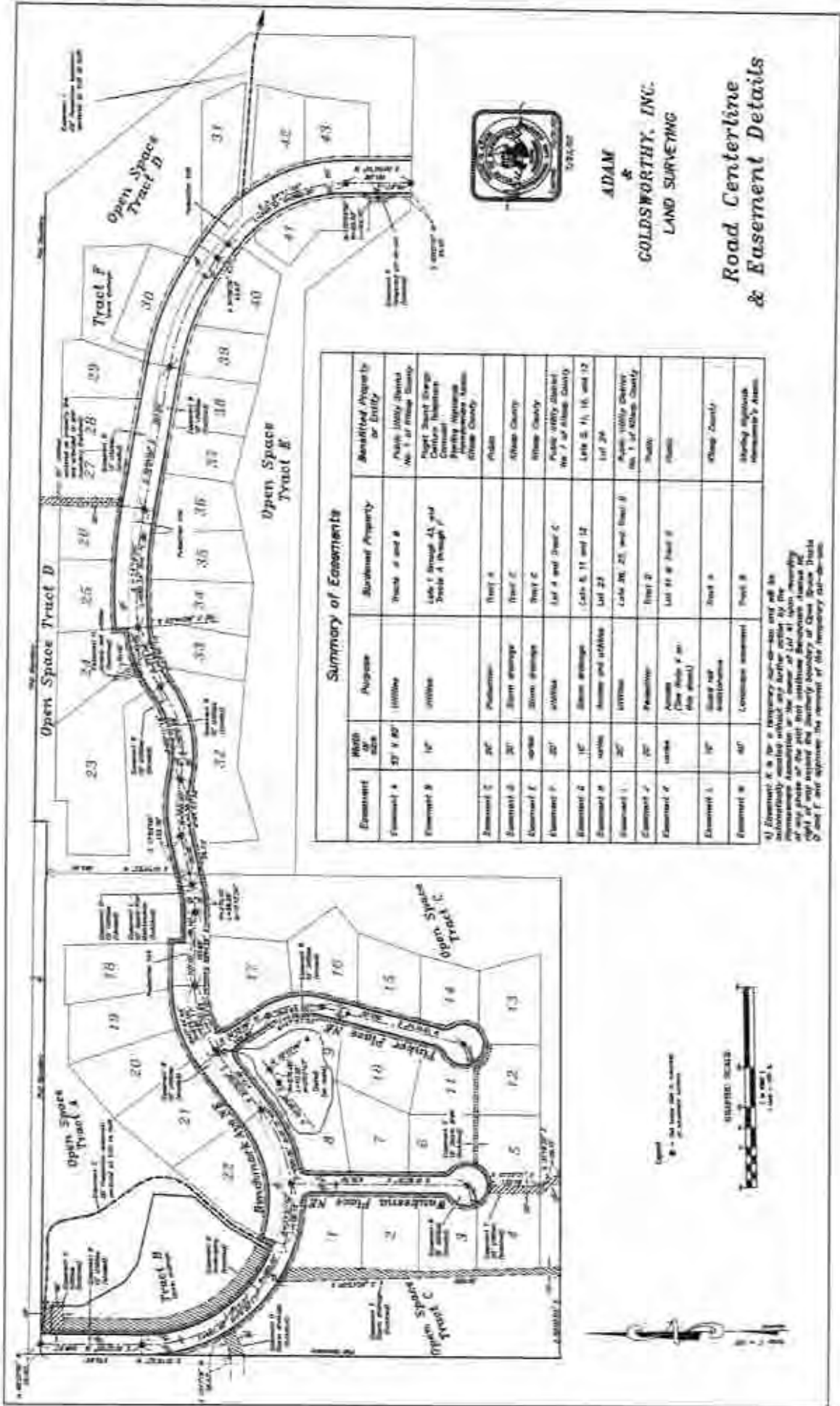
EXHIBIT A

LEGAL DESCRIPTION

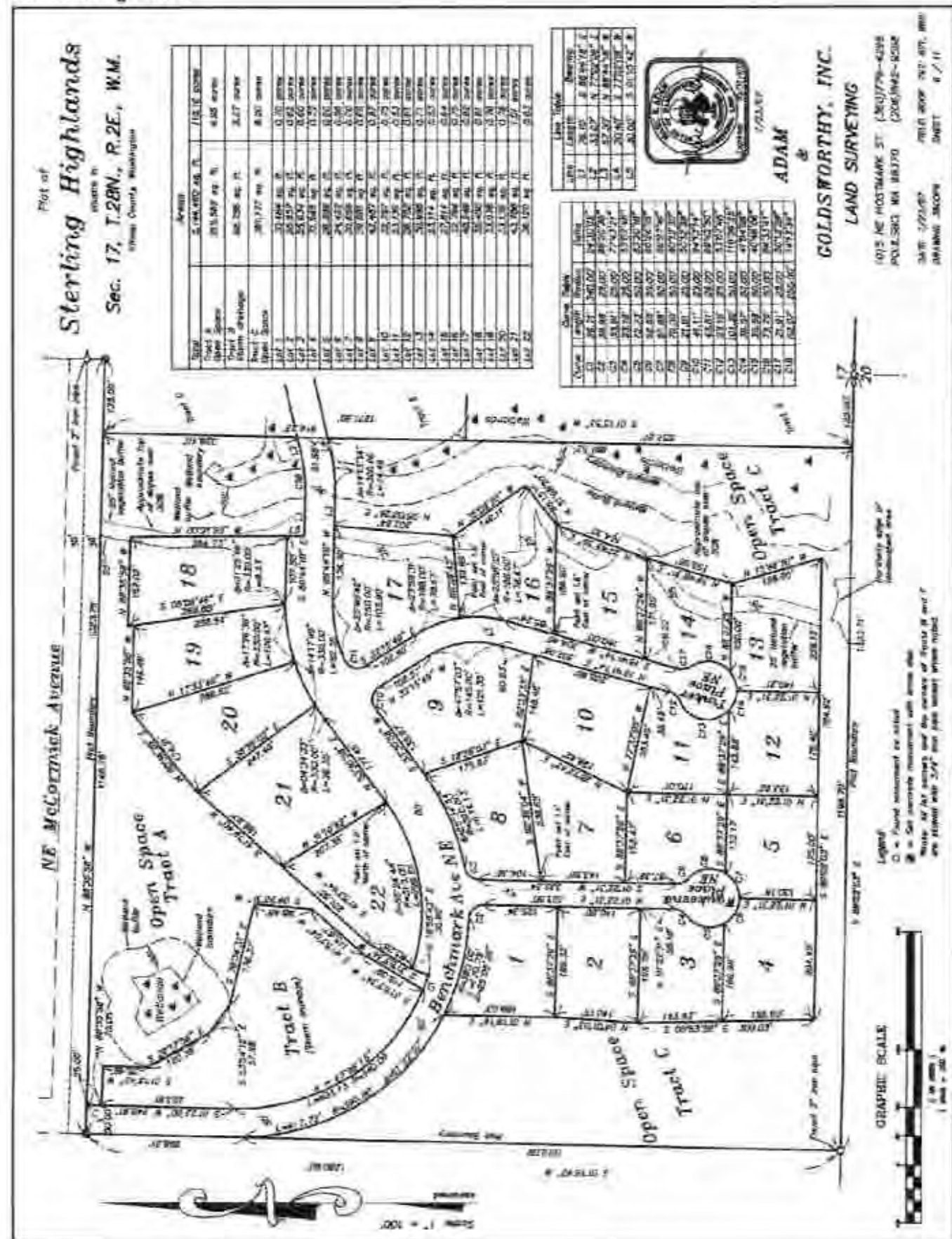
Lots 1 – 43 and Tracts A – F of the Plat of Sterling Highlands, as recorded in Book 32, Pages 118-128 of Plats, under Auditor's File 200708150056, records of Kitsap County, and any subsequent subdivision of thereof.

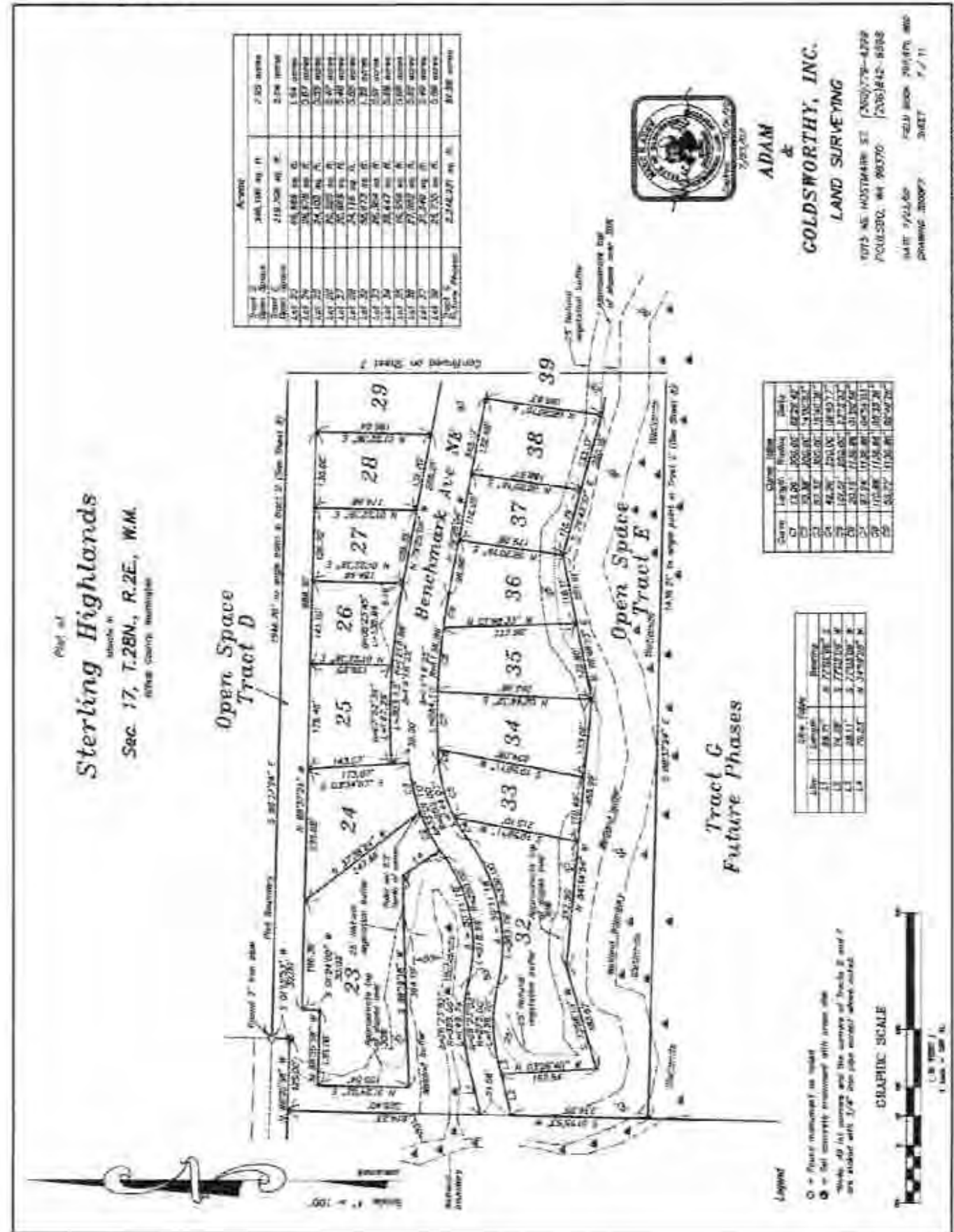
PARCEL NUMBERS:

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5536-000-004-0008	5536-000-019-0001	5536-000-034-0002
5536-000-005-0007	5536-000-020-0008	5536-000-035-0001
5536-000-006-0006	5536-000-021-0007	5536-000-036-0000
5536-000-007-0005	5536-000-022-0006	5536-000-037-0009
5536-000-008-0004	5536-000-023-0005	5536-000-038-0008
5536-000-009-0003	5536-000-024-0004	5536-000-039-0007
5536-000-010-0000	5536-000-025-0003	5536-000-040-0004
5536-000-011-0009	5536-000-026-0002	5536-000-041-0003
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5536-000-014-0006	5536-000-029-0009	
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Adapted from Kinship County document 200700150056 and 12 page 230, 124-124.





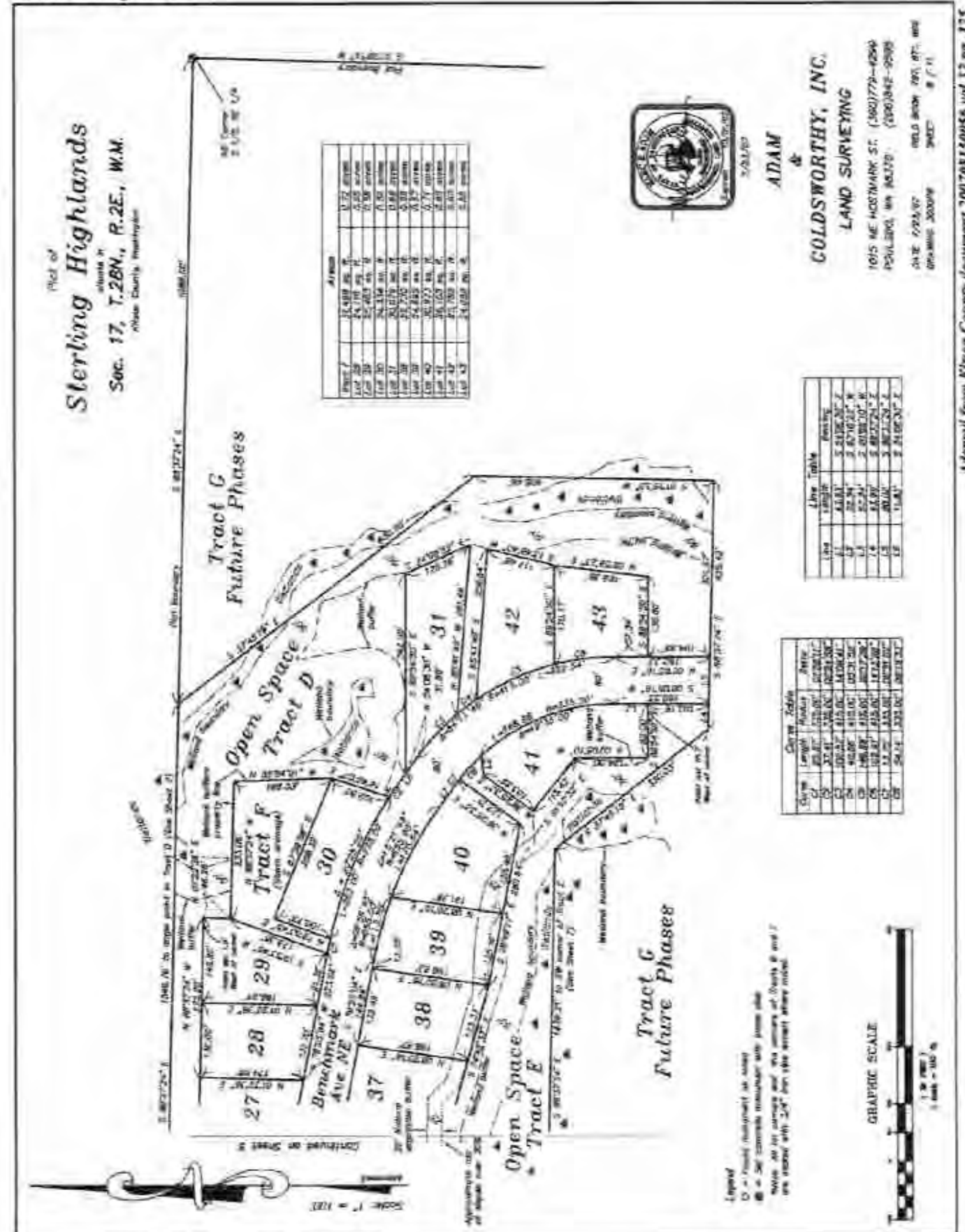
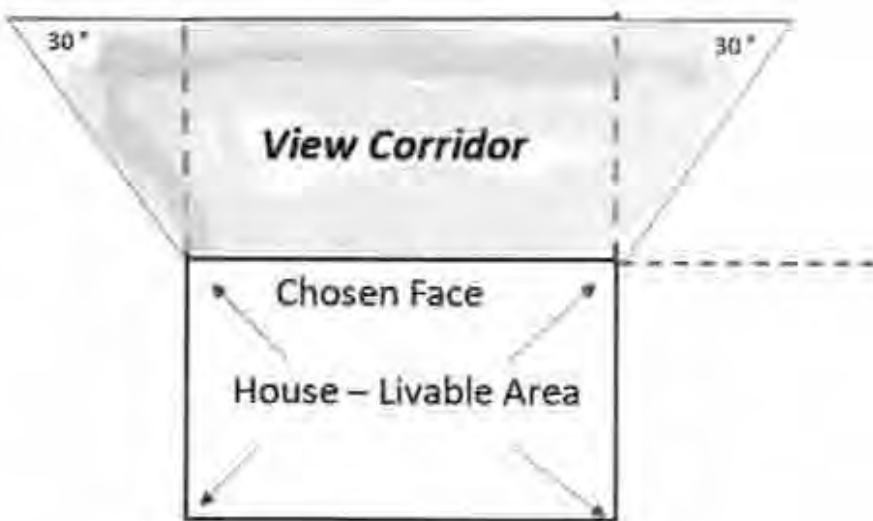


EXHIBIT C

HANSVILLE HEIGHTS HOMEOWNERS ASSOCIATION VIEW CORRIDOR EXAMPLES

Determine which example is correct



Garage example

