

When Recorded Return to  
SCHNEIDER HOMES, INC.  
6510 Southcenter Blvd. #1  
Tukwila, WA 98188

166930 MA

KITSAP COUNTY  
\$11.00 TTIC  
FILED-BY: TRANSAMERICA TITLE INS CO  
MAY 3, 1994, 11:15 AM  
KAREN FLYNN, AUDITOR  
CLERK: VENESKY

A. F. #: 9405030163  
REEL 0801 FR 1269

DECLARATION OF PROTECTIVE COVENANTS  
FOR DEER RUN DIV. I

WHEREAS, SCHNEIDER HOMES, INC., a corporation (herein referred to as Declarant), is acquiring certain real property in Kitsap County, Washington, may acquire other property in Kitsap County, and is the owner of the property platted as Deer Run Div. I according to the plat thereof recorded at Volume 28 of Plats, pages 49 to 54, under Recording No. 9312130097 in Kitsap County, Washington, and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

ARTICLE A  
Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Deer Run Div. 1 and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Declarant as provided in Section 4, Article F.
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated as "tract" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" shall refer to the Deer Run Community Organization, a nonprofit corporation formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

ARTICLE B  
Building and Land Use Restrictions

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

- (a) Prior to placing any such structure or making any such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications as approved by the Committee.
- (b) Prior to making any change or alteration to the external appearance of any improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made, the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.
- (c) Once started, the work of constructing, altering, repairing or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences. No structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license.
- (d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first permanent improvement on the Lot.
- (e) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot, which permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses and gazebos. No permitted accessory building shall be placed on a Lot unless it has been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building if, in the exercise of the discretion of the committee, the structure detracts from the general visual appearance of the neighborhood as seen from the

streets. The location of a permitted accessory building, other than garages, shall be at a place which minimizes the visual impact and as a general guideline shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

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

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

(i) No exterior aerials, antennas or microwave receivers (dishes) for television or other purposes shall be permitted on any lot. **9405030163**

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

**Section 2. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

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

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

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

**Section 6. Storage.** No goods, equipment, vehicles (including busses, boats, motor homes and trailers of any description) or materials or supplies used for private purposes shall be kept, stored, dismantled or repaired outside of any building or approved fence or permitted accessory building on any Lot, or on the street adjacent to a Lot. Nor will vehicle or equipment storage be allowed on any Open Space Tract except in such areas as may be specifically designated for such storage by Declarant or Directors of the Deer Run Community Organization through its Rules and Regulations.

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

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

## ARTICLE C REEL 0801 FR 1270 Architectural Control

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

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

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

**Section 4. Approval or Disapproval.** Within thirty days after the receipt of plans and specifications or information with a request for approval, the Committee shall, by majority vote, approve or

disapprove the request and may disapprove the request which in its opinion does not conform to these restrictions or its esthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within thirty days of submission in compliance herewith, the request shall be deemed approved.

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

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

ARTICLE D **A.F.#: 9405030163**  
**Easements and Open Space** **REEL 0801 FR 1271**

**Section 1. Drainage Easements** Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on this plat map unless otherwise approved by the City of Pouslbo.

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings, pages 1 through 7, on file with the City of Pouslbo. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with the City of Pouslbo, unless otherwise approved by Engineering Review, the City of Pouslbo, or its successor agency.

**Section 2. Building Setbacks and Native Growth Protection Areas - Tracts "D", "E" & "F".**

Structures, fill and obstructions (including but not limited to decks, patios, outbuildings, or overhangs beyond eighteen inches) are prohibited beyond the building setback line, and within the Native Growth Protection Areas, as shown. Dedication of a Native Growth Protection Area (NGPA) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plants and animal habitat. The NGPA imposes upon all present and future owners and occupiers of land subject to the NPGA the obligation, enforceable on behalf of the public by the City of Pouslbo, to leave undisturbed all trees and other vegetation within the NGPA. The vegetation within the NGPA may not be cut, pruned, covered by fill, removed or damaged without express permission from the City of Pouslbo, which permission must be obtained in writing from the City of Pouslbo, or its' successor agency.

Before beginning and during the course of any grading, building construction or other development activity on a lot subject to the NGPA, the common boundary between the NGPA and the area of development activity must be fenced or otherwise marked to the satisfaction of The City of Pouslbo.

**Section 2.1 20' Greenbelt/No Disturb Buffer.** The 20 foot greenbelt/no disturb buffer along Noll Road is to remain in the natural undisturbed vegetation state. This "no disturb buffer" shall not be disturbed in any manner, including but not limited to, regrading or contour change during construction or subsequent use of the property.

**Section 3. Open Space (NGPA) Div. I.** Declarant shall cause NGPA Tracts D, E & F of the Plat to be quit claimed and conveyed to the property owners within the plat of Deer Run Div. I in equal shares. Such Tracts shall not be used for any other purpose than for NGPA Open Space consistent with the applicable regulations of the City of Pouslbo in effect from time to time and for recreational use by the owners and residents of Lots. As a condition of approval, the declarant(s) of interest in the land hereby subdivided do grant and convey a perpetual easement in Tracts D, E & F for the use and benefit of all present and future owners of the lots in this subdivision. Except as shown on the plat, no building shall be placed on Tracts D, E & F and such Tracts shall not be further subdivided or used for financial gain.

**Section 3.1 Maintenance** The City of Pouslbo shall be responsible for the perpetual maintenance of Tract A, Div. I for storm water retention/detention facilities.

**Section 4. Landscaping Maintenance in public right-of-way areas.** Maintenance of landscaping in public right-of-ways shall be the responsibility of adjacent lot owners.

**Section 5. Common Landscape areas, Landscape Features** and associated lighting and irrigation systems in easements, shall be owned, operated and maintained by the homeowner's association.

**Section 5.1 Fencing** along Noll Road, not in easements, shall be maintained by the owners of lots 1 and lots 6 thru 9, however, the Community Organization shall have the right to assume such responsibility for maintenance should they elect to do so.

**Section 6. Individual Storm Drainage Stub-Outs.**  
All individual storm drainage stub-outs shall be privately owned and maintained by the lot homeowners.

ARTICLE E  
Liens **A.F. #: 9405030163**  
**REEL 0801 FR 1272**

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

**Section 2. Lien.** In order to provide for the proper operation of the Community Organization and the maintenance and improvement of any property which the Community Organization acquires for the benefit of the Lots, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall be members of the Community Organization and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against them as members of the Community Organization. In the event that any such dues or charges remain unpaid to the Community Organization for a period of sixty days after the due date, then the Community Organization may place a written notice of public record in Kitsap County, Washington, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorney's fees as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Community Organization shall recover a reasonable sum as attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sales or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed or trust or other security given for a debt which is guaranteed by the Veterans Administration or insured by The Federal Housing Administration as agencies of the United States government.

ARTICLE F  
Application and Enforcement

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

**Section 2. Severability.** In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

**Section 3. Enforcement.** The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

The City of Poulsbo shall be a third party beneficiary entitled to enforce its' rights granted under these covenants or the plat and grants of easement. Nothing herein shall be interpreted to limit the City's remedies to enforce its' obligations. These Declaration of Protective Covenants shall not be amended without prior written notice and the written approval of the City. Such approval shall not be unreasonably withheld.

**Section 4. Additional Property.** In addition to the real property which is platted as Deer Run Division I, from time to time, but not after December 31, 2005, the Declarant, Schneider Homes, Inc., may subject additional adjacent real property in Section 24, Township 26 North, Range 1 East, W.M., in Kitsap County, Washington, to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Schneider Homes, Inc., as the subdivider thereof. Schneider Homes, Inc. may assign its rights under this Section 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto.

**ARTICLE G A. F. #: 9405030163**  
**Amendment REEL 0801 FR 1273**

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

EXECUTED THIS 19<sup>th</sup> day of April, 1994.

SCHNEIDER HOMES, INC.

BY: [Signature]  
Russell J. Tye, General Manager

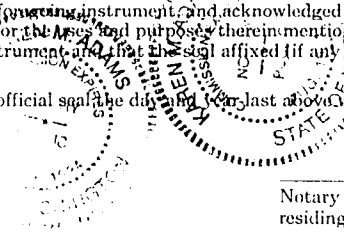
STATE OF WASHINGTON }  
County of King } ss.

On this 5 day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Russell J. Tye and [Signature] to me known to be the President and Manager and Secretary, respectively, of

Schneider Homes Inc  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

ACKNOWLEDGMENT CORPORATION  
Form 5999-9



[Signature]  
Notary Public in and for the State of Washington,  
residing at Chiy Crest  
My appointment expires: 8-19-98