

## Huntington Highlands

### Covenants, Codes and Restrictions (CC&R)

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## **Article A - Definitions**

### ***Section 1. Definitions***

As used herein:

1. The word "Plat" shall refer to the plat of Huntington Highlands, Div. No.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 G.
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 Huntington Highlands Community Organization, a nonprofit corporation formed for the purpose of enforcing these covenants and providing other things that may benefit its shareholders.
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 dwelling, residence, outbuilding, fence, wall, building, pool, external antenna 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 structure, including permitted accessory buildings, fences and external antennas, or making an 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. Prior to conducting any business or commercial activity on a Lot or any change in an approved business or commercial activity from the terms of the approval, a description thereof shall be submitted to and approved by the Committee as provided in Article C. When so approved, the business or commercial activity shall conform to the terms of the approval.

(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.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, 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) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling not to exceed two (2) stories in height above its lowest externally visible point where the highest reasonable finish grade of the Lot is next to the dwelling and except for permitted accessory buildings.

(f) 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, tool sheds, 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, and the Committee may require that the permitted accessory building other than garages be no closer than 75 feet from a street nor 10 feet from an interior lot line. The Committee may approve a permitted accessory building which enhances the visual appearance of the Lot. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) No building shall be located within any building setback line (BSBL) shown on the Plat or nearer than 30 feet of the front lot line. No building shall be located on any Lot nearer than 20 feet to a street abutting a Lot. No building shall be located nearer than 10 feet to a lot line which does not abut a street. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. The provisions of this paragraph shall be construed and interpreted by the Committee which shall act consistently with the provisions of the King County Code, as it may be amended from time to time, relating to setbacks and with the definitions and interpretations of similar provisions used by the King County department administering the referenced provisions of the King County Code. All setbacks shall comply with the King County Code, as amended from time to time, provided that nothing herein shall require removal of a building originally placed in conformity with such Code because of change in the Code.

(h) No fence, wall or hedge shall be permitted to extend 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 two (2) feet above the finished grade. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground except that the Committee may approve fences the height of which exceeds six feet if the Committee approves it as a variation provided for in Section 6 of Article C.

(i) The Committee may refuse to approve any exterior antennas for television or other purpose for any reason.

(j) No lines or wires for the transmission of electric current or television or telephone signals shall be constructed, place 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) and except that additional animals may be kept with the prior approval of the Committee as provided in Article C.

### ***Section 3. Signs***

No sign of any kind shall be displayed to the public view on any Lot except an entry sign 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 except as may temporarily be required by the Declarant or builder of a residence on the Lot during construction of the residence; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and 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 except as approved by the Committee as provided in Article C. Said activity shall also be accordance within King County regulations as amended from time to time.

### ***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 or in connection with any trade business, or service wherever the same may conducted, 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.

## **Article C - 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 specification 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 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.

Information for approval of a business or commercial activity or keeping of animals shall contain a description of the proposed activity, the Lot from which the activity is to be conducted and the effect of the activity upon the use and enjoyment of the other Lots.

### ***Section 3. Standards***

The Committee shall have the authority to determine and establish standards involving aesthetic 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, outbuilding, pools, and other structures and improvements appurtenant to the use of a dwelling. The Committee shall also have the authority to determine and establish standards for the approval of business or commercial activity of keeping of animals on a Lot, which standards shall provide for approval of activities which do not unreasonably interfere with the use and enjoyment of other Lots, including traffic generated in the Subdivision, noise and other disturbances interfering with the residential use of the Lots. The Committee may refuse to approve an external antenna on a Lot. 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 aesthetic 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 improvement 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 - Landscaping**

### ***Section 1. Initial Landscaping***

Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped; provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the front yard within that time, the time for completion of the landscaping shall be extended for a period of thirty days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties.

### ***Section 2. Landscape Maintenance***

The owners of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plant to proliferate on the Lot. The obligation to maintain landscaping shall extend over the road ditch to the edge of the surfaced road abutting the Lot.

### ***Section 3. Special Landscape Obligation***

The owners of Lots 15, 17, 18 and 19 of Huntington Highlands, Div. No.1, jointly, shall maintain the landscaping located in the planter island in the cul-de-sac at the end of Northeast 194th Street, subject to the rights of the governmental authority to which the street has been dedicated.



## **Article E - Easements**

### ***Section 1. Easements***

Easements for construction, repair, replacement, reconstruction and maintenance of utilities and drainage facilities are hereby created and established as shown on the Plat and as follows:

(a) The seven feet in width of the portion of each Lot abutting a street.

(b) The 2.5 feet in width of the portion of each Lot abutting a lot line which is common with another Lot.

(c) The 2.5 feet in width along the north line of Lots 24 to 30, inclusive, and the north line of Lot 36 of the Plat of Huntington Highlands, Div. No.1. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portion of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority or utility company is responsible.

## **Article F - Liens**

### ***Section 1. Lien***

In order to provide for the proper operation of the Community Organization and the maintenance 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 pay to the Community Organization the dues and charges levied according to the 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 King 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 attorney's 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 attorneys' fees therein and the reasonable and necessary cost 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 of 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 G - 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.

### ***Section 4. Additional Property***

In addition to the real property which is platted as Huntington Highlands, Div. No.1, from time to time, but not after December 31, 1989 the Declarant, Serene Associates, may subject additional real property in Section 6, Township 22 North, Range 6 East, W.M., in King 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 Serene Associates as the subdivider thereof. Serene Associates may assign its rights under this Section 4, but only by written instrument which contains and express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto.

## **Article H - Amendment**

### ***Section 1. Amendment of Use Restrictions***

Articles B, C and D of this instrument which relate 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, C and o shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

### ***Section 2. Amendment to Easements***

Each of the easements created in Article E are for the benefit of the particular Lots affected thereby and for the benefit of the municipalities and utilities providing utility services to the Lots in the Subdivisions. No changes or amendments may be made to any utility easement set forth in Article E without the written consent of any user thereof.