

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF OAK HILLS DEVELOPMENT**

THIS DECLARATION is executed by TUKEY INVESTMENTS, LLC, a Washington limited liability company (hereinafter referred to as "Declarant"). Declarant is the owner of certain real property in the county of Jefferson, State of Washington, identified in **Exhibit A**, attached hereto. Those properties identified are in the Irondale Acre Tracts and shall be known herein and henceforth as the Oak Hills Development.

Declarant hereby declares on behalf of itself and its heirs, successors and assigns that all of the real property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions for the purpose of protecting the value and desirability of said real property. This declaration shall run with the above described real property and shall inure to the benefit of each Owner and the Owner's successors, heirs and assigns.

**ARTICLE I  
DEFINITIONS AND DESCRIPTIONS**

A. Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee title, or a contract vendee's interest, but excluding those having such interest merely as security for the performance of an obligation. For the purpose of this declaration, property held by the "Declarant" shall be excluded from the definition of "Owner" unless said property is held as an asset of the "Declarant".

B. Development. "Development" shall mean and refer to that certain real property described above and such annexations thereto as may hereafter be made by the "Declarant" or "Association" as provided herein.

C. Lot. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map or survey of record, excluding roads and streets, and except for lots held by the Declarant.

D. Declarant. "Declarant" or "Developer" shall mean and refer to Tukey Investments, LLC and its successors and assigns.

E. Association. "Association" shall mean and refer to the Owners Association, when so established, and its successors and assigns as more fully described in Article IV of the Declaration.

## ARTICLE II RESTRICTIONS

A. Residential Use. No lot shall be used for any purpose other than single family residential use except for a completely enclosed home business where no exterior visible evidence of the business exists. Home business and cottage industry must comply with Jefferson County Unified Development Code (UDC) §§ 4.17 & 4.20

B. Dwelling Quality and Size. All structures shall be of quality workmanship and materials. The main structure, exclusive of garages and open porches, shall contain an enclosed floor area of not less than 1500 square feet for a single-family residence. Accessory Dwelling Units (ADU) shall conform to Unified Development Code (UDC) §4.2 and shall not be less than 800 square feet.

C. Subdivision Lot/Parcel Size. Any subdivision and/or short subdivision plat shall comply with all land use, platting and other applicable regulations of Jefferson County.

D. Manufactured Housing (Mobile and Modular Homes). No manufactured housing, or any other structure where the frame of the building was not assembled on the lot to which it is to attach, shall be erected or caused to be erected on any parcel.

E. Time for Construction. All buildings and structures shall be completely enclosed and exteriors shall have a finished appearance within one (1) year's time from the date of commencement of construction thereof.

F. Temporary Residences. No structure of temporary character, trailer, converted trailer, mobile home, motor home, tent, or recreational vehicle shall be used on any Lot as a residence, EXCEPT for a recreational vehicle or single-wide mobile used by the Owner solely for a temporary residence or construction headquarters during the first year of construction of the permanent residence.

G. Nuisance. Nothing shall be done or permitted on the Lot which may be or become an annoyance or nuisance to the development. No Lot shall be used in whole or in part for the storage of any property or object that will cause such Lot to appear in an unclean or untidy condition as viewed from any roadway or neighboring properties, including, but not

limited to, boats, trailers, disabled vehicles, junk or other unsightly materials; nor shall any condition be allowed that will be obnoxious to the eye; nor shall any substance, object or material be stored that will emit foul or obnoxious odors, or cause any noise that will or might unduly disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No Lot shall have high intensity lighting that is not shielded from the surrounding properties as to preserve the peace, quiet, comfort or serenity of the occupants of the surrounding property.

H. Unnatural Drainage. No Owner or Owner's agent shall be permitted to deliberately alter the topographic conditions of said Lot in any way that would permit any additional quantities of water, beyond that which would have existed prior to said alteration, to be deposited on neighboring properties or road corridors. Owners accept any imposition due to water diverted because of construction and maintenance of County roads and right of ways within Oak Hills Development.

I. Height of Structures. Subject to County regulations.

J. Set-Back. Subject to County regulations.

K. Motorized Vehicles. Unlicensed motorized vehicles such as motorbikes, and the like, must be properly muffled and used only for transportation to and from the public roadways at the site of the development. Use of such vehicles on any of the Lots shall be considered a noxious and offensive activity. The shooting of firearms shall similarly be determined to be noxious, offensive, and a nuisance.

L. Fences. Fences shall be no higher than eight (8) feet in height.

### **ARTICLE III UTILITIES**

A. Utility Location. All permanent utility systems, including water, sewer, gas, cable television, electric, telephone and the like shall be underground exclusively. Satellite dishes shall be screened by a decorative fence or shrubbery in such a manner as not to be visible from roads or adjacent properties. No communication antennae, other than a satellite dish as prescribed above, shall be erected.

### **ARTICLE IV ASSOCIATION**

A. Members. Once the Association is incorporated, the Members shall meet at least annually to carry out the business of the Association. At the first meeting the members shall elect three directors to run the Association for a one-year term. Said directors shall draft a set of bylaws for approval of the Membership. Said bylaws shall establish operating rules and procedures for conducting the business of the Association, and to establish the initial annual assessment, and thereafter establish the annual assessment in excess of the initial annual assessment as provided for herein. The bylaws shall be presented to the Declarant for approval

before presentation to the Membership provided Declarant still owns property in Oak Hills Development. The Declarant may withhold its consent for any reason or no reason at all. The adoption and amendment of bylaws shall be by a majority of the Membership.

B. Voting Rights. One (1) vote is allocated to each Lot. When more than one person holds an interest in any Lot, one Owner shall be designated to represent all Owners of said Lot. In no event shall any Lot have more than one vote.

Voting decisions shall be by majority and may be accomplished in person, by mail, or by proxy.

C. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot Owner within the Development, does hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association said annual assessment and/or special assessment as may be levied by the Association.

D. Purpose and Limitation of Assessments. The annual assessments, even though collected on a basis other than annually, are imposed as charges for the operation and maintenance of the Association. Such assessments shall include therein reasonable amounts for repair and replacement of improvements furnished to the Members and for obsolescence and depreciation of the Association's common areas and facilities should such areas be added to or become the property of the Association.

Special assessments may be levied in a particular year or may be levied over an extended period of years and shall be used for any specific expenditures that are not capital improvements and may from time to time be imposed by the Board of Directors for the purpose and in the manner provided in the Bylaws of the Association. A special assessment includes, but is not limited to, assessments for impending litigation, purchase of property, hiring professional services or payment of an employee.

Emergency Assessments made necessary by reason of common disaster, or immediate necessity may be levied at any time.

E. Initial Annual Assessment. The initial annual assessment shall not exceed One Hundred Twenty and 00/100 Dollars (\$120.00) per Lot.

F. Annual Assessment. After the initial annual assessment has been levied, the Board of Directors may adjust the annual assessment, provided increases to the rate established by the initial annual assessment is not increased by more than ten percent (10%) annually unless approved by sixty percent (60%) of the membership of the Association.

G. Uniform Rate of Assessment. The annual and special assessment must be fixed at a uniform rate per Lot within the Development or annexed thereto.

H. Notice and Quorum for any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking any action authorized under Article IV shall be sent to all Members at least thirty (30) days and not more than sixty (60) days prior to the meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the total Membership shall constitute a quorum.

I. Remedies for Nonpayment of Assessments. The Association may lien the Owner's Lot for any assessment not paid when due. The Association may bring an action at law against the Owner (s) personally obligated to pay any lawfully established assessment or foreclose on any lien established against a Lot for the purpose of securing payment of assessments due. The sale or transfer of any Lot shall not relieve the Lot from liability for any assessments thereafter becoming due or from any lien established thereon.

If suit is instituted to collect the assessment, the Association may recover reasonable attorney fees and costs of suit, including costs of searching the public record and the like. Interest shall be charged on each unpaid assessment at one percent (1%) per month until paid.

## **ARTICLE V GENERAL PROVISIONS**

A. Enforcement. The Declarant, any Owner or the Board of Directors of the Association shall have the right to enforce, by a proceeding at law or equity, all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

C. Amendment. These covenants and restrictions shall run with the land in perpetuity. This declaration may be amended by sixty percent (60%) or more of the Owners of Lots as provided for herein. Any amendments must be recorded with the Jefferson County Auditor.

## **ARTICLE VI VIEW**

For the purpose of protecting the value and desirability of Lots located within Oak Hills Development, Lot Owners have a responsibility to aid, maintain, and protect the views afforded properties within the Oak Hills Development as it existed prior to any annexations. To this end, no structures shall be purposely located which will substantially block the view of said properties. Vegetation, whether ornamental or naturally occurring, shall be topped, limbed or otherwise maintained to protect views. Cost of said vegetation removal shall be borne by the Lot Owner (s) whose view is enhanced unless assumed by the Association as set forth below. Should a dispute arise between property owners concerning the maintenance of views, the Association shall act as the final arbitrator to resolve said dispute. The Association may further

