

## **HIGHLAND HILLS PROTECTIVE COVENANTS & RESTRICTIONS**

The following covenants, restrictions, conditions, limitations and easements shall constitute covenants to run with the land described in the Earnest Money Agreement, Deed or Contract attached and shall be binding on the Grantee therein, and all parties or other persons or corporations claiming through said Grantee and for the benefit and limitation of all future owners of said land and premises:

1. The real property shall be used only for single family residential purpose with related outbuildings, and no building shall be erected which exceeds 35 feet in height.
2. The ground floor area of the single family residences, exclusive of one story open porches and garages, shall not be less than 1,250 square feet for a one-story dwelling, nor less than 1,200 square feet of floor area on the ground floor of two level structures.
3. No building shall be located nearer than 25 feet to a lot line, nor nearer than 25 feet from an easement line, whichever is the greater distance. For purposes of this restriction, steps and open porches shall not be considered as part of the building.
4. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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.
5. All trash and waste shall be kept in sanitary containers and located on all lots as not to be visible from the common roadways or bridle paths.
6. No structure of a temporary nature, trailer, mobile home, basement, tent, shack, garage, or similar structure shall be occupied.
7. No business or commercial activity including the arts, crafts, or professions shall be permitted.
8. No logging trucks or similar type vehicles shall be permitted to be parked or maintained on any of the lots.

9. No parking at any time shall be allowed on any of the roadways or easements.

10. No sign of any kind shall be displayed to the public view on any lot, except 1 sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales.

*[Note: On December 7, 2005, the Board of Trustees of Highland Hills Maintenance Commission adopted the following statement:*

*“Insofar as PC&R #10 conflicts with Revised Code of Washington 64.38.034 (regarding the outdoor display of political yard signs at certain times and subject to certain rules and regulations), PC&R #10 will not be enforced by Highland Hills Maintenance Commission.”]*

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, horses, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

12. No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

13. No gas, oil, minerals, quartz, or gravel operation shall be permitted on any lot.

14. Grantors reserve the right to remove any trees over 35 feet in height.

15. Construction work on all building and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings are completed and painted, or otherwise suitably finished. Exterior work on any building shall be completed within 9 months from the start of construction.

16. No radio or television antenna shall be permitted to extend more than 10 feet above the roofline of any residence or structure.

17. No outdoor mercury vapor lights shall be permitted on the property.

18. Roofs on all buildings or outbuildings shall be constructed of tile, heavy shake, or equal.

19. All owners of real property in Highland Hills as described in the attached Exhibit A shall by reason of such ownership be a member of the Highland Hills Maintenance Commission (herein

Maintenance Commission), a non-profit corporation, and shall continue a member while an owner, subject to the Articles and By-Laws of said corporation. "Owner" for purposes herein is the person (or if more than one, then collectively) entitled by deed or contract to the occupancy of the land.

20. The Maintenance Commission is empowered to establish assessments upon land subject hereto for the common benefit of the land for utilities, roadways, property protection, drainage, landscaping, insurance, improvements, payment of taxes upon common property and the holding of ownership or leasehold therein, or otherwise for common purposes, all as determined pursuant to the Articles and By-Laws of the Maintenance Commission. Such assessments shall constitute a lien upon the land as of the due date thereof, and such lien may be foreclosed by the Maintenance Commission in the same form and manner of procedure as the foreclosure of a real property mortgage lien under the laws of the State of Washington, each owner of land subject hereto, agrees and recognizes that the expenses of title examination and insurance, costs of attorneys of the Maintenance Commission, court costs and interest at 12% per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien. The authority to establish assessments and lien therefor against land within the area subject hereto shall as to each ownership, first arise when the same is first sold by deed or real estate contract from the Grantor herein, its successors or assigns. Assessments shall be assessed and collected on a fair and uniform basis as among land subject thereto, subject only to such reasonable differential as may be established by the By-Laws of the Maintenance Commission between improved land and unimproved land. Pursuant to an agreement with the City of Sequim, the City shall be a third party beneficiary of this paragraph.

21. No building or structure (including fences or any man-made obstruction) shall be built or placed or thereafter altered on any land, nor shall a land be cleared or excavated for use, nor shall any tree of six-inch or more breast-high diameter be cut, until after the details and written plans and specifications thereof disclosing clearing, size, materials, location, finish and elevations (and as to tree cutting, with specific identification of individual trees to be cut) have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall consist of five individuals who shall be appointed by and be subject to removal or replacement by the Board of Trustees of the Maintenance Commission. Address of the Architectural Control Committee shall be in care of the Maintenance Commission at its

registered office, 820 Place Road, Port Angeles, Washington 98362, or at such other registered office location as may be hereafter established.

[NOTE: The current address of the Highland Hills Maintenance Commission Architectural Control Committee is PO Box 2198, Sequim, WA 98382.]

Provided, the Architectural control Committee shall consist of Jonathan G. Shotwell until such time as 25 five-acre parcels are sold in the area commonly known as Bell Hill, and upon the happening of that event,\* the Board of Trustees of the Maintenance Commission shall make their appointment.

*\*[Note: Amendment to Protective Covenants dated March 25, 1987 states: The Architectural Control committee has been established. All plans and specifications must be submitted to the committee for approval before construction shall be undertaken. All of the terms of paragraph #21 of Highland Hills' protective covenants will be strictly enforced.]*

Within thirty days of submission of plans and specifications to such committee, such committee by a majority vote and in writing may approve or disapprove or may conditionally approve plans and specifications so submitted. If such plans and specifications be so disapproved (or if conditionally approved, then unless the conditions thereof be complied with) the projected construction shall not be undertaken, or if undertaken in violation hereof, may be abated by legal proceeding instituted by any party having an interest in the enforcement hereof at any time until but not after completion of the projected construction. Construction, clearing or excavating undertaken without submitting details, plans and specifications as aforesaid, shall be subject to action irrespective of the time of completion thereof. The committee shall in good faith exercise discretionary approval and disapproval of plans and specifications on a basis of minimizing interference with enjoyment of nearby land.

*Note: Effective March 25, 1987, the following additions were made to the Highland Hills Protective Covenants and Restrictions:*

*22. No carports will be allowed.*

*23. All recreational vehicles, including motor homes, campers, trailers, and boats, must be in a garage.*

EXHIBIT "A"

PARCEL "A" : Those portions of the South half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 28, Township 30 North, Range 3 West, W.M>, Clallam County, Washington, lying South and West of the Highland Irrigation District Main Canal.

PARCEL "B" : Those portions of Section 29, Township 30 North, Range 3 West, W.M., described as follows:

That portion of the Southeast Quarter of the Northwest Quarter lying Southerly of the Highland Irrigation Ditch: ALSO that portion of the Southwest Quarter of the Northeast Quarter lying Southerly of the Highland Irrigation Ditch; ALSO the Southeast Quarter of the Northeast Quarter; ALSO the Southeast Quarter; ALSO the East half of the Southwest Quarter.

Those portions of Section 32, Township 30, North Range 3 West, W.M. described as follows:

The East half of the Northwest Quarter; ALSO the East half of the Southwest Quarter; ESCEPT right of way as conveyed to Clallam County, by Deed dated December 12, 1960, recorded under Auditor's File Number 324885; ALSO that portion of the Southwest Quarter of the Northwest Quarter described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 32: Thence East along the South line thereof 208 feet: Thence North parallel with the West line of said subdivision 208 feet' Thence West parallel with the West line of said subdivision 208 feet to the West line thereof: Thence South along said West line 208 feet, to the point of beginning: EXCEPT with West 30 feet thereof conveyed to Clallam County by deed recorded under Clallam County Auditor's File Number 322908. All situate in Clallam County, State of Washington. TOGETHR WITH an Easement over and across the South 30 feet and the East 30 feet of the West half of the Northwest Quarter of Section 32, Township 30 North, Range 3 West, W.M., ALOS TOGETHER WITH an easement over and across the North 30 feet of the West half of the Southwest Quarter of Section 32, Township 30 North, Range 3 West, W.M>, for the purpose of roads for ingress and egress and all utilities. ALSO TOGETHER WITH an easement 30 feet square located in the Northwest corner of the East half of the Southwest Quarter of Section 32, Township 30 North, Range 3 West, W.M., for the purpose of road for ingress and egress and all utilities.