

AFTER RECORDING RETURN TO:

City of Poulsbo
Engineering Department
PO Box 98
Poulsbo, WA 98370



CITY OF POULSBO

COVEN \$29.00

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Document Title: Plat of Alasund Meadows, Poulsbo, Washington, Declaration of Protective Covenants, Conditions and Restrictions

Reference Number(s) of Documents Assigned or Released:

1. N/A

☐ Additional reference numbers are on page ____ of document.

Grantor(s): (Last name first, then first name and initials)

1. Silverwood Homes, Inc.

2.

3.

☐ Additional names are on page ____ of document.

Grantee(s): (Last name first, then first name and initials)

1.

2.

3.

☐ Additional names are on page ____ of document.

Legal Description: (abbreviated: Lot, Block, Plat, or Section - Township - Range)

Lots 1-40 and Tracts A & B, Plat of Alasund Meadows, N 1/2 of NW 1/4 of SE 1/4
Section 13, Township 26 North, Range 1 East, W.M.

☐ Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number(s):

1. 132601-4-026-2002

2. 132601-4-027-2001

3. 132601-4-016-2004

☐ Additional numbers are on page ____ of document.

**Plat of
Alasund Meadows
Poulsbo, Washington
Declaration of**

Protective Covenants, Conditions & Restrictions

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR ALASUND MEADOWS IS MADE BY THE PRESIDENT OF SILVERWOOD HOMES, INC. (DECLARANT) AS OF THIS 14TH DAY OF MAY, 2003.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached family dwelling not to exceed two stories in height and a private garage. One additional structure (typically, a garden tool shed) not to exceed one story in height and not to exceed 120 square feet shall be allowable. Such structure must meet City of Poulsbo standards regarding permits and construction.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. The architectural control committee shall be formed by a vote of the homeowners of Alasund Meadows upon ninety percent (90%) occupancy of the houses in the plat.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,300 square feet for a one-



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story dwelling, nor less than 600 square feet for a dwelling of more than one story. No plywood is allowed on any exterior surfaces that front the street with the exception of exposed soffits.

4. All building setback lines shall be as prescribed by the City of Poulsbo. 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. Building height restrictions shall be prescribed by the City of Poulsbo.
5. No noxious or offensive activity 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.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
7. No sign of any kind shall be displayed to the public view on any lot except: (a) one professional sign of not more than one (1) square foot, (b) one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. No oil development, operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.



8. Nuisance: Nothing shall be done or maintained on any lot or other residential site, which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any lot or other residential site other than animals or birds of the type or species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot or residential site. No dog houses, dog runs or dog kennels may be placed on any lot or residential site unless it is screened from the view of neighboring properties and the streets and does not create an annoyance or nuisance. All dogs shall be kept in the house or garages at night so as to eliminate disturbances relating to barking while residents are trying to sleep. Residents shall comply with the leash law(s) of the City of Poulsbo.
9. Woodpiles: Woodpiles or wood supplies shall not be stored on any front or side yard, or be visible from the streets within the subdivision.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All such 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. Garbage cans may only be placed in public view on the day of garbage pick-up. No trash, refuse pile, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lot so as to be a

detriment or unreasonable annoyance to the subdivision or become a fire hazard. In the event any such condition shall exist upon any lot, Declarant may enter upon said lot and remove the same at the expense of the lot owner who, on demand by the Declarant, shall reimburse Declarant for the cost thereof, and any such entry and removal shall not be deemed a trespass.

11. All fencing shall be cedar board fencing, or other fencing products as may be approved by the declarant or the homeowners association. No chain-link fencing will be allowed on any building lot. Property owners shall be responsible to maintain all fences (except the detention pond fence, which is owned by the City of Poulsbo) and landscaping to a standard consistent with the integrity of the subdivision as deemed acceptable by the architectural control committee.
12. Triangular sight areas at intersections of streets shall conform to local government regulations.
13. All connections to utility lines such as sewer, water, power, and telephone shall be approved and installed as required by the utility company or district concerned.
14. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages.
15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of these other provisions, which shall remain in full force and effect.



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16. Parking: No on-street parking shall be allowed, except for reasonable guest parking. Recreational vehicles (RV), including but not limited to motor homes, campers, and boats may not be parked on the street. Wood fencing or evergreen plantings must screen any recreational vehicle, which is stored on a lot. The architectural committee must approve any and all screening. No recreational vehicle shall be parked within 25 feet of a front property line, or within the side yard set backs as prescribed by the City of Poulsbo.
17. No satellite dish in excess of 24" diameter or other type of exterior antenna or receiver shall be allowed on any lot, or building in any manner unless approved in writing by the Architectural Control Committee (ACC).
18. Annual assessments or charges for the maintenance of the property, special assessments for capital improvements, and emergency assessments are to be fixed, established, and collected from time to time as hereinafter provided. Aforementioned assessments will not apply to the City of Poulsbo.
19. Homeowner's association: At such time as ninety-percent of the homes to be built in the plat are occupied, the homeowners shall convene for the purpose of creating a Homeowner's Association.
20. The property owners within the plat shall be responsible for maintenance of all landscaping within the existing and proposed right-of-way including any structures other than roadway, storm drainage facilities, and traffic signage. Upon recording of the plat, storm drainage Tract A (detention



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pond) and Tract B (bioswale) are granted to the City of Poulsbo. The Homeowner's Association shall be responsible for landscaping, and maintenance of the landscaping, along the exterior of the fence on Tract A and on the surface of Tract B except within the perimeter of the bioswale itself. The Homeowner's Association shall retain easement rights to access the portions of Tract A and B describe above for the maintenance of the surface and landscaping. Any surface or landscaping disturbed in the course of the maintenance or operation of the storm drainage facilities on Tract A or B by the developer during the 2-year maintenance period, or by the City thereafter, shall be restored to the condition before disturbance. The developer shall maintain the landscaping for Tracts A and B as described above until such time as the Homeowner's Association has been created. When the Homeowner's Association has been created, the Association will become responsible for maintenance of the landscaping.

21. No lot owner shall encumber lawful access over, across, or through utility easements as granted and provided for on the face of the plat.
22. The owner of property adjacent to a street shall maintain the sidewalk system and any portion of the city right-of-way between the edge of the street and/or the right-of-way and the property line per City of Poulsbo municipal codes.
23. Maintenance of drainage systems within easements on private property that are not dedicated to the City on the face of the plat shall be the responsibility of the property owners for whose benefit the easement is



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established as shown on the face of the plat. All runoff from roof and yard drains must be directed in a manner that does not adversely affect adjacent properties.

24. Upon completion of the storm drainage facilities in Tracts A & B as shown on the face of the plat, the developer shall post a two-year maintenance bond for the facilities. The developer will be responsible for providing regular and adequate maintenance and supportive maintenance records during this two-year period. At the end of this time, the City will inspect the facilities and, when the facilities are acceptable and 80% of the homes have been completed, the City will take over maintenance and operation of the facilities.

25. Landscape buffer/fencing.

(A.) Each perimeter lot in the plat shall either (1) have a 5 to 6-foot fence constructed and maintained along the full length of the plat boundary line, or (2) have a 15-foot wide landscape buffer installed and maintained along the full length of the plat boundary line. All fencing and/or landscape buffering shall be installed by the developer as part of the plat improvements. If the fencing option is chosen, the fence shall be constructed of commonly accepted materials and construction to insure long-term use. If the landscape buffer option is chosen, a landscape protection easement shall be conveyed to the Homeowners Association for future maintenance of the landscaped area. If the landscape buffer option is chosen, care shall be given to retain suitable existing trees that will provide a functional relief. The landscaping within the landscape



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protection easement shall be enhanced to include 4-6 feet, minimum height, conifers, planted at an average spacing of 12 feet, intermixed with cluster planting of 2-foot, minimum height, native type shrubs. The plat boundary line is defined as the common line between any lot within the plat of Alasund Meadows and adjacent private property not within the plat of Alasund Meadows. The plat boundary line is the rear lot line for all lots except Lots 1, 10, 15, 16, 20, 21, 22, 23, and 34. The plat boundary lines for the excepted lots are as follows: Lot 1- north lot line and east lot line; Lot 10 – north lot line and west lot line; Lot 20 – north lot line; and Lot 23 – south lot line. Lots 15, 16, 21, 22, and 34 do not have any common lot lines with private property outside of the plat and are exempt from the requirement to retain a landscape protection easement or install a fence.

(B.) If a lot has a fence and the property owner removes the fence, the property owner shall install a 15-foot wide landscape protection easement which includes planting of 4-6 feet minimum height conifers, planted at an average spacing of 12 feet, intermixed with cluster planting of 2 foot minimum height native type shrubs. The property owner shall then dedicate the 15-foot landscape easement to the Homeowner's Association. The easement shall be recorded with the Kitsap County Recorder and a copy shall be provided to the City of Poulsbo.

(C.) If a lot has a landscape protection easement and no fence, the property owner may choose to install a fence and either retain or remove the vegetation in the landscape protection easement. If the vegetation is



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removed, the Homeowner's Association shall extinguish the easement. The document extinguishing the easement shall be recorded with the Kitsap County Recorder and a copy shall be provided to the City of Poulsbo.

26. No dumping of any material whatsoever shall be allowed on any tracts or in any utility/drainage easements. No disturbance or removal of any trees or vegetation from any tracts shall be allowed without prior written approval of the City Engineer.
27. Enforcement by the City of Poulsbo. The City of Poulsbo is expressly intended to be a third party beneficiary of these Covenants, conditions and Restrictions as the same fulfill, or are intended to fulfill, the Conditions of Approval imposed by the City on the Alasund Meadows Preliminary Plat, City Planning File No. 11-28-95-1. To that end, the City shall have the right, but not the obligation, to enforce any and all provisions of these CC&Rs if such enforcement is necessary, in the sole discretion of the City, to ensure that the Conditions of Approval are complied with. In addition, no provision of these CC&Rs may be amended, revoked, or removed from the property within the Plat without the express written consent of the City of Poulsbo. In the event that the City is required to, or does, institute any legal proceeding to enforce any provision of the CC&Rs, the prevailing party in any such legal proceeding shall be entitled to recover its cost and reasonable attorney's fees.



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DECLARANT: SILVERWOOD HOMES, INC.

Signed: _____

Kent Hood, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Kent Hood signed the instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Silverwood Homes, Inc. to be the free and voluntary act for the uses and purposed mentioned in the instrument.

Dated this 14th day of May, 2003.

L.E. Elfendahl
(print or type name)
NOTARY PUBLIC, in and for the
State of Washington,

Residing at Kingston

My appointment expires: 6-20-06

