Declaration of Protective Covenants Codes and Restrictions (CC&Rs)

Fort Wm. Symington - Additions 1,2,3,4 and 6

February 21, 2017

The following covenants codes and restrictions shall apply to that subdivision of Kitsap County, State of Washington, known as Fort William Symington, Additions 1, 2, 3, 4, and 6, as per plat recorded in the Washington State Book of Plats.

CC&Rs shall be maintained, amended and enforced by the Lake Symington Community Club Board (HOA) in accordance with the Lake Symington Community Club by-laws.

Lake Symington Community Club

PO Box 154

Seabeck WA 98280

**It is the purpose and intent of these covenants and restrictions to preserve the natural beauty of said subdivision and to insure a safe, pleasant, harmonious and healthful environment for all owners.**

Each and every restriction is to be a part of every deed or every contract of sale or any part of the tract and each restriction or covenant shall run with the land in favor of every other tract; each restriction shall be a part of the consideration in every deed or contract of sale for any tract.

Dues:

1. *General***.** Each year the Board of Directors shall consider the current and future needs of the Association and, in light of the needs, shall fix by resolution the amount of the annual assessment to be levied against each lot in the subdivision, which amount shall be the debt of the owner thereof at the time such charge is made. Undeveloped properties are exempt from this assessment, provided the property owner also owns at least one developed parcel in the subdivision.
2. *Amount***.** The annual assessment to be so levied shall be $50 per member. A property owner with multiple undeveloped lots in the community and no developed lots shall be assessed one single obligation of $50 per year.
3. *Late fee.* If the annual assessment of any lot has not been received after a period of 30 days, a late fee of $10 shall be assessed.
4. *Notice***.** The Secretary or other appointed Board Member shall mail to each member, at each member’s recorded address, written notice of each annual assessment and the time and manner for payment thereof at least two weeks prior to the time such assessment shall become due and payable.
5. *Lien.* A lien may be placed on a property when conditions set by the Board of Directors are met, to wit: A lien will be filed when the property’s delinquent financial obligation to the Association, for any cause, equals or exceeds the amount of 3 years’ dues. At such time, the Board of Directors shall cause to be recorded with the Kitsap County Auditor, a notice of assessment which shall state the amount of such assessment and such other charges, a description of the lot which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Treasurer of the Association on behalf of the Association. Upon payment of said charges or other satisfaction thereof, plus an amount equal to all County lien processing fees, plus an HOA service fee of $25, the Board of Directors shall cause to be recorded a further notice stating the satisfaction and the release of the lien.
6. *Priority of Lien***.** Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except those liens of first mortgages and/or first deeds of trust incurred for the purposes of constructing a residence or other improvement thereon and which are recorded in accordance with applicable law, which shall be superior to any and all such liens provided for herein.
7. *Lien Enforcement***.** The lien provided for herein may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms. Such sale shall be conducted in accordance with the provisions of the laws of the State of Washington, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.
8. *Use of the facilities*. During any period in which a member is delinquent in payment of his dues or any assessment, the Association, through its officers may restrict that member from using any and all community facilities.

**Fines:**

1. Owner may be fined for for willful violation of CC&Rs committed by owner or owner’s tenant. The amount of the fine shall be the cost of remediation born by the HOA plus $10 for each day of continued violation after notification or as deemed appropriate by the Board of LSCC.
2. Where notification by certified letter of CC&R violations shall be required, the property owner shall be fined postal costs plus a processing fee of $15 for each certified letter.

**CC&Rs:**

1. Lots may be cleared of sufficient area to provide space for structures of a permanent nature. However, in no event shall more than 60% of the native trees and cover be removed. No clear cutting shall be allowed.
2. Residence structures shall have a minimum of :
 Addition 1: 400 square feet in the living area.
 Addition 2, 3, 4: 600 square feet in the living area.
 Addition 6: 1500 square feet in the living area.
3. Any structures must be esthetically acceptable for the area and must be completed on the exterior not more than one year after construction has commenced.
4. An original and one copy of a simple, dimensioned preliminary structure plan, or alteration of existing structure plan, showing placement on the lot shall be submitted to the LSCC Board of Directors for its approval or disapproval. Should no action be taken by the developer within thirty days from the submission of the said plan, the plan shall be deemed acceptable.
5. No temporary structure may be erected nor trailer or camper used as a living area on any lot for any period of time exceeding thirty days. The plat is intended as a residential subdivision and no commercial ventures are to be allowed within the plat, except in areas so designated by the LSCC Board of Directors and zoned for business by Kitsap County. No noxious or offensive trade or activity shall be carried on any lot or tract, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.
6. Garbage, trash, junk, etc., shall be disposed of in a sanitary, lawful and proper manner in accordance with modern disposal practices. All Garbage shall be removed from premises weekly.
7. No illegal or undesirable objects shall be suffered to exist, nor shall creating a nuisance be permitted, upon any lot or tract in the plat.
8. The right and title to all mineral and oil rights is and shall remain the property of the LSCC Community Club.
9. It shall be mandatory that the owner of each lot connect to Kitsap PUD for water service upon development of said lot.
10. Each LSCC member or member’s tenant that is current on dues shall have day use of the community park, beach, boat launch (gas motors prohibited), and the corral area.
11. Each LSCC member shall provide changes in property ownership and/or contact information to the Lake Symington Community Club in writing within 30 days of said changes.
12. Each LSCC member is required to inform new owners of CC&Rs and dues in effect.
13. *Livestock.* Animals deemed as livestock shall not be permitted. Exception: Homeowner may have up to 6 chickens, (NO ROOSTERS), as long as there is not an offensive odor, chickens are controlled and do not pose a nuisance to neighbors.
14. *Pets*. Pets shall be under the owners control at all times. A maximum of 4 pets shall be permitted upon any property.
15. Community beach facilities are the property of the non-profit corporation known as Lake William Symington Community Club, which is composed of lot owners of Fort William Symington. This corporation shall manage and operate those facilities.

CC&Rs specific to particular divisions:

Addition 1:

1. No subdivision of lots will be permitted where the resultant lot area is less than 10,000 square feet.

Addition 6:

1. All camp trailers, motor homes, boats or boat trailers shall be parked to rear of house setback line.
2. Each lot shall be used for residential purposes only.
3. No fences, walls or hedges shall be erected or maintained between street and front setback line of any lot.
4. No “dish” antenna exceeding 2 feet in diameter to be in front yard.
5. No real estate or other signs to be over 18 inches by 24 inches.
6. Each lot owner has the right to lake access through a 20 foot easement on the southwesterly side lot 4 of replat of 9 and 10 of division 6, designated thereon as a drainage easement. Boat trailers shall not be parked on this easement.

If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, to prosecute any proceeding at law against said person or persons, either to prevent him or them from so doing, or to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and affect.

(Notarized affidavit on file with Kitsap County, *DATE HERE)*