

**DECEPTION PARK VIEW ASSOCIATION
RESTRICTIVE COVENANTS
RUNNING WITH THE LAND**

AMENDED JUNE 25, 2021



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RESTRICTIVE COVENANTS RUNNING WITH THE LAND**

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**DECEPTION PARK VIEW
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AS AMENDED IN WHOLE, JUNE 26, 2020

According to the vote of at least 75% of those present and eligible to vote, including proxy votes, at the annual meeting of the Deception Park View Community Association (referred to herein as “Association”) held pursuant to notice duly given in compliance with the applicable rules and bylaws of the Association, these covenants and restrictions are to be the current and valid restrictive covenants running with the land, affecting all lots within the Plat of Deception Park View, Division No. 1, as recorded in volume 10 of plats, pages 16 and 17, records of Island County, Washington, and No. 2, as recorded in volume 10 of plats, pages 36 and 37, records of Island County, Washington. Consequently these restrictive covenants shall be deemed to take the place of the following covenants and restrictions and amendments thereto which have been previously executed and recorded with the Auditor of Island County, Washington, and which, after the execution and recording of this document with the Auditor of Island County, Washington, shall be deemed to have no further force and effect:

1. Restrictive Covenants Running With Land, recorded June 19, 1968, as Auditor’s No. 210349, records of Island County, Washington;
2. Restrictive Covenants Running With Land, recorded October 7, 1968, as Auditor’s No. 214343, records of Island County, Washington;
3. Designation of New Architectural Control Committee, recorded December 12, 1978, as Auditor’s No. 344474, records of Island County, Washington;
4. Restrictive Covenants Running With Land, recorded December 21, 1983, as Auditor’s No. 419032, records of Island County, Washington, being a re-recording of document recorded as Auditor’s No. 409246;
5. Minutes of Deception Park View Community Association recorded June 9, 1986, as Auditor’s No. 86006676, records of Island County, Washington, insofar as any amendments or additions to the community restrictions and covenants are concerned.
6. Amendment of Restrictive Covenants Running With the Land, recorded June 17, 1988, records of Island County, Washington;
7. Minutes of Deception Park View Community Association Annual Meeting recorded June 16, 1992. Notarized on Nov. 1, 1992, by James L. Kotschwar, Oak Harbor, WA;
8. Minutes of Deception Park View Community Association Annual Meeting, February 25, 1997, which restores the 1968 covenant Section 3, paragraph a, verbiage that was inadvertently omitted;
9. Amendment of Restrictive Covenants Running With the Land, recorded November 5, 2018, as Auditor’s No. 4454542, records of Island County, Washington;
10. Amendment of Restrictive Covenants Running With the Land, recorded _____, as Auditor’s No. _____, records of Island County, Washington.

WITNESSETH:

The Association members by these presents, do hereby establish and confirm that the following restrictive covenants, as stated herein or as hereafter properly amended, from the date of the recording of this document with the Auditor of Island County, Washington, are to affect all lots within said plat of Deception Park View, Divisions 1 and 2, and shall run with the land, and shall bind all owners of said lots and all of their grantees, assignees, and successors:

I: RESIDENTIAL USE ONLY

1. No lot shall be used except for residential purposes, except a lot or lots owned by or used by the community water system and except for such lot or lots as may be designated in the future by Association members as a site for a community building or community improvements. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling building and one detached garage for the use and benefit of such dwelling. Small accessory structures as specified below are also permitted. Any building constructed shall be restricted to the following heights, as measured from the original or natural surface level of the lot to the highest point of the structure:

HEIGHT OF BUILDINGS RESTRICTED:

- a. Division 1: lots 4 through 11 and 14 through 59 to 15 feet in height; lots 3, 12, and 13 to 17 feet; lots 1 and 2 and lots 60 through 73 to 22 feet.
- b. Division 2: Block 1, lots 1 through 18 to 13 feet; Block 2, lots 1 through 7 and lots 11 through 16 to 15 feet, lots 8, 9, and 10 to 22 feet; Block 3, lots 1 and 2 to 15 feet; Block 4, lots 1 and 2 to 15 feet.
- c. Any lot owner who plans to build new construction or remodel can request in writing a height variance to the Board of Directors of the Deception Park View Community Association, hereafter referred to as "Board". The Board will review the construction plans, consult and receive written approval from the water view affected residents, and make a final determination within 30 days of receiving the written request.

II: APPROVAL OF CONSTRUCTION PLANS

2. No building shall be erected, placed, or altered on any lot until the construction planned and specifications and a plan showing the location of the structure have been approved by the Board, acting as an architectural control committee, as to such matters as the following: quality of workmanship and material, harmony of external design with existing structures, and as to location of proposed improvements and utilities with respect to topography and finish grade elevation. The Board's approval or disapproval as required in these covenants shall be in writing. In the event the Board, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required. The Board of Directors is elected by the members of Deception Park View Community Association, according to the bylaws of the Association. A majority of the Board may designate a representative to act for it, in its capacity as an architectural control committee.

III: TYPES OF BUILDINGS ALLOWED

3. The following buildings are allowed:

- a. It is the intent that all dwellings and structures placed upon these lots be of a permanent, on-site construction/wood frame with a finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area. No pre-manufactured or modular homes, mobile homes, and/or trailers shall be permitted as a permanent dwelling. All proposed construction plans must be approved by the Architectural Control Committee prior to construction.
- b. Small accessory structures, such as storage sheds, fences, dog houses, shall be compatible with and meet the same criteria as the dwelling on the lot, except as to size and area of the structure.
- c. Fences shall not exceed 6 feet, except with prior written approval of the Board of Directors.

IV: BUILDING LOCATION ON LOT

4. No building, including garages or other permitted accessory structures, shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this restriction, eaves, steps, open porches and decks shall be considered as a part of a building. Front lot lines shall be considered to be the lot line adjacent to the street. When a lot is adjacent to two streets, the front lot line shall be the lot line adjacent to the street and facing the front or main entrance of the residential structure on the lot.

V: EASEMENT REQUIREMENTS

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2.5-foot-wide strip along each side of interior lot lines and over the rear five feet of each lot.

VI: UNDERGROUND WIRING

6. All lots shall be served by underground utilities, including power and telephones. Access fees for water service will be paid to the Association in advance to hookup or connection to the community water system.

VII: ACTIVITIES PROHIBITED

7. No noxious, illegal, or offensive activity shall be carried out upon any lot, or upon the public roads with Deception Park View, Divisions 1 and 2, nor shall anything done thereon which is or may become an annoyance or nuisance to residents of the community including loud parties, fireworks, noisy pets, misuse of B.B./Pellet guns, use of any firearms or weapons, use of un-muffled motor vehicles, and driving vehicles within the community of Deception Park View in excess of the legal speed limit.

- a. New Year's fireworks policy: Fireworks are permitted from December 30th until January 2nd until 1 a.m. unless there is a burn ban and/or banned by Island County.
- b. July 4th fireworks policy: Fireworks are permitted from July 3rd-5th until 1 a.m. unless there is a burn ban and/or banned by Island County.

VIII: NO TEMPORARY STRUCTURES ALLOWED

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be set upon any lot at any time as a residence, either temporarily or permanently except that temporary camping trailers may be used for periods of time not to exceed two (2) weeks, unless

extensions in writing be granted by the Board of Directors. (In no case shall any said camping trailers be permitted if not self-contained and if not in compliance with all applicable health codes and regulations.) Failure to conform to this restriction will result in, but not limited to, the owner(s) of the lot being charged a nonrefundable water system access fee and additional monthly water dues. In the event of nonpayment, these fees and dues will be treated as any regular fee or cost owed to the Association in default.

IX: ALL STRUCTURES MUST BE COMPLETED WITHIN 9 MONTHS

9. Any dwelling or structure erected or placed on any lot in this subdivision shall be complete as to external appearance, including exterior finish within nine (9) months from the start of construction. No dwelling shall contain less than 1200 square feet of residential dwelling space, exclusive of garages, porches, decks, outbuildings and other appurtenances.

X: CARE AND MAINTENANCE OF LAWNS, FENCING, TREES, ETC.

10. Care and maintenance of trees, shrubbery and landscaping on all lots within Deception Park View shall be the responsibility of the respective lot owners. Any tree on any lot which reasonably poses a danger to persons or property will not be allowed to remain.

a. RESIDENTIAL LAWNS AND FENCING

To preserve the beauty of our neighborhood, all residential lawns shall be appropriately maintained (mowed and groomed) with all weeds to include all Washington State noxious weeds (such as blackberries and English Ivy) under control as much as possible. All residents are encouraged to maintain the ditches and Island County easements in front/side of their lots, as the County is only required to mow a limited number of times per year.

All fencing shall remain in good repair with no broken boards or missing sections.

b. TREES OF 12" BASE

No tree with a trunk diameter exceeding 12 inches at its base shall be removed without prior written approval from the Board, which approval may not be withheld with respect to clearing a building site and may not be unreasonably withheld in any case.

c. CLEARING LOTS OF WEEDS, ETC.

It shall be the responsibility of the owners of any lot to keep weeds, to include all Washington State noxious weeds such as blackberries, English Ivy, stinging nettles and poison ivy, under control and to the extent reasonably possible to prevent the spread of weeds to other lots, i.e., such weeds shall not be allowed to grow to the height of two (2) feet or more. All vacant lot owners must keep a ground-level, five-foot (5') perimeter inside their property line to prevent invasion of these noxious weeds to other properties.

XI: NO COMMERCIAL RAISING OF ANIMALS

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Dogs, cats, or other household pets may be kept, provided such pets must be on a leash when not confined to the owner's property. The owner shall observe and obey all laws applicable to the residents of Island County pertaining to the care and control of such animals.

XII: NO DUMPING ALLOWED

12. No lot shall be used or maintained for dumping rubbish, commercial materials, and inoperable appliances and vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers stored out of sight, except on collection days. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XIII: NO OIL DRILLING, ETC.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, commercial tanks, tunnels, or mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIV: SEWAGE SYSTEMS

14. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County and the Board of Directors. Approval of such systems as installed shall be obtained from such authority.

XV: ASSOCIATION MEMBERSHIP

15. Each owner of a lot or lots within said plats of Deception Park View, Divisions 1 and 2, shall be deemed to be a member of Deception Park View Community Association, Inc., a Washington non-profit corporation. The term "owner" as used with respect to membership in the Association shall be deemed to refer to the holder of fee title to a lot or lots, but shall include real estate contract purchasers and exclude persons whose only interest in any such lot is that of real estate contract seller and/or holder of a security interest.

- a. Each membership in the corporation shall be governed by the articles of incorporation and bylaws of the Association and by these restrictive covenants, including any amendments or revisions thereof which may hereafter be enacted from time to time.
- b. Each member shall maintain his or her membership in the corporation in good standing, subject to the said articles of incorporation, bylaws, and restrictive covenants. Sale of a lot under a real estate contract or assignment of a purchaser's interest in a real estate contract shall constitute a transfer of ownership for the purpose of termination of membership.
- c. Each member shall pay when due all fees, dues, charges and assessments, including any fine for noncompliance, which may from time to time become payable to the Association. Any default(s) on such obligations or otherwise with regards to the members' duties and obligations as a member of the Association, shall subject said defaulting member and/or the residential lot or lots owned or being purchased by said defaulting member on such claims, damages, liens, claims of liens, penalties or other liabilities as may now or hereafter be provided by the articles of incorporation and bylaws of the Association and by these restrictive covenants.

XVI: COVENANTS AS BINDING

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until an instrument agreeing to amend these restrictive covenants in part or whole, signed by a 75% majority of all those present and eligible to vote, including by proxy, at a regular annual meeting of the Association, or at a special meeting called expressly for the purpose of amending these restrictive covenants, is recorded with the Auditor of Island County, Washington. Written notice of the proposed amendment(s) complying with Association bylaws shall be given to all lot owners prior to any such meeting.

XVII: MEMBER VIOLATIONS

17. Any member violating or attempting to violate any of these restrictive covenants, Washington State Laws or Island County Ordinances shall, after written notice of the violation in the form of a violation letter sent by the Board of Directors providing notice of the violation and specifying the date by which the violation is to be corrected, be subject to one or more of the following:

- a. A fine assessed by the Board of Directors in an amount not to exceed two hundred fifty U.S. dollars (\$250.00) to be added to the member's water billing account;
- b. Withholding by the Board of Directors permission for a new connection or hookup to the community water system until such time as the violation is corrected and any fines paid;
- c. The contracting by the Board of Directors of persons to enter a lot on which there is a violation and complete the work necessary to bring the subject lot in compliance with these restrictions, with all costs and expenses incurred for such work, plus interest at the maximum legal rate, to be charged to the owner of the lot in question;
- d. In the event of failure to pay any such charges within 30 days from the day presented with the same, the imposition of a lien upon the lot or lots against which such charges have been levied. The Association may file a statement of said charges and claim of lien in the office of the Auditor for Island County, Washington, any time after such 30 days' notice. A release of said lien shall be filed by the Association upon payment in full of said charges, costs, and attorney's fees incurred by the Association in recovering the amounts owing. Said lien may be enforced by the Association as may any lien on real property under the law of the State of Washington, and if said lien is foreclosed, the member/owner shall be liable for the cost and disbursements, including attorney's fees, incurred by the Association therein, all of which costs, and fees, plus interest at the legal rate on all of such amounts, shall be secured by such lien. An owner or member shall become liable for amounts owing to the Association, whether by accepting the deed to a lot, or by executing a contract to purchase a lot, to which unpaid charges are allocated, and shall become personally obligated to pay such amounts, and shall be subject to the enforcement provisions of these restrictive covenants;
- e. Proceedings at law or in equity instituted by the Board of Directors of the Association, with the right of the Association to recover all costs, fees, and attorney's fees incurred in any such action.

XVIII: EFFECTIVE DATE OF COVENANTS

18. The effective date of this instrument shall be deemed to be the date on which it has been recorded with the Auditor of Island County, Washington. Previous improvements constructed in compliance with the restrictive covenants then in effect shall not be deemed a violation of these covenants. Invalidation of any of these restrictions by judgment of court order shall in no way affect the remainder of the restrictions which shall remain in full force and effect.

DECEPTION PARKVIEW ASSOCIATION by:

Josh Blee, President

Kathleen Johnson, Covenants/Bylaws Chair

STATE OF WASHINGTON)

) ss.

County of Island)

On this _____ day of _____, A.D. 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Josh Blee and Kathleen Johnson to be known to be the President and Covenants/Bylaws Chair, respectively, of DECEPTION PARKVIEW COMMUNITY ASSOCIATION, the Community Association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS, my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing at

My commission expires _____