

## PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

[As amended seven times: No. 1 to Section 6, 10/13/69; No. 2 to Section 3(d), 1/28/70; No. 3 to Section 16, 3/31/76; No. 4 to Sections 2(b) and 10(c), 9/7/90; No. 5 to Sections 4(b) and 10(a), 7/8/93; No. 6 to Section 8(d), 7/8/93; and No. 7 to Sections 1, 2(a), 2(d), 2(e), 3(b), 3(e), 5(d), 7, 8(a), 8(b), 8(d), 10, 15, 16 and 16(b), 10/15/97. The 1997 changes are underlined.]

### 1. DECLARATION

The undersigned, being the owner(s) of all the land situated within the boundaries of that certain subdivision known as "Bill Point", as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, in Vol. 13 of Plats, pages 30 and 31, do hereby impose these protective covenants upon all of the real property incorporated within said plat. [The following was added, Oct. 15, 1997.] Furthermore, by signing amendment seven to these covenants in accordance with the June 16, 1997, Settlement Agreement between the Board of Trustees of the Bill Point Homeowners' Association and the owner(s) of the two building sites located on lots 7 through 10 of the Plat of Shorewood as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, in Volume 3 of Plats on page 12 (hereafter referred to as Shorewood Lot A and Shorewood Lot B), the present owners of more than two-thirds of the lots in the Plat of Bill Point extend all provisions of these Protective Covenants to Shorewood Lot A and Shorewood Lot B and the owner(s) of those lots has/have bound the lots as now or hereafter constituted to these Protective Covenants.

### 2. GENERAL PROVISIONS

(a) [Amended Oct. 15, 1997.] These covenants are imposed and designed for the mutual benefit of all the building sites in the Plat of Bill Point and Shorewood Lots A and B, and they shall pertain to and pass to and with each building site in the plat and shall bind all persons and their respective successors in interest who may own those sites.

(b) [Original subsection replaced by the following on Sept. 7, 1990]  
Enforcement may be either by the Board of Trustees of the Bill Point Homeowners' Association, at its sole discretion, or by aggrieved individuals or parties under these covenants.

In the event of a dispute concerning covenant compliance, any parties entitled to enforce these covenants, or the Board of Trustees at its sole discretion, should first discuss the alleged covenant violation with the individuals or parties thought to be responsible. In the event the dispute is not so resolved among the property owners concerned, and upon request of an aggrieved party, the Board or its designee (with the advice of the Building Committee and/or any other appropriate committee the board may establish) shall review the claim of covenant

violation, issue a determination as to whether such violation exists, and prescribe an appropriate remedy. If this determination does not resolve the matter to the satisfaction of all parties, any aggrieved party's sole remedy will be to request appointment of an arbitrator for arbitration pursuant to RCW Chapter 7.04, as it presently exists or may be amended. The initial costs and expenses of the arbitrator and the arbitration shall be paid by the party or parties requesting the arbitration. A party substantially prevailing in such arbitration proceeding shall be entitled to recover reasonable attorney's fees, costs and expenses for the arbitration. In any arbitration proceeding, the arbitrator shall be furnished a copy of the Board's (or its designee's) determination and proposed remedy.

The Board, when it deems that such action is in the best interest of the overall community, may elect to enforce covenant provisions directly either by requesting appointment of an arbitrator for arbitration pursuant to RCW Chapter 7.04 as outlined in the preceding paragraph or by instituting proceedings at law or in equity against any person or persons deemed to have violated or to be attempting to violate any covenant. Such enforcement proceedings may be to restrain a violation and/or to recover damages. The party substantially prevailing in such an enforcement proceeding shall be entitled to recover reasonable attorney's fees, costs and expenses incurred.

Nothing in this section, however, shall require the Board to commence litigation or enforcement of an award or decision pursuant to this section, nor may the Board or its members, or its designees, be held liable as an entity or individually for any decision it may make pursuant to this section, except as may be otherwise provided in these covenants or in the Articles of Incorporation and Bylaws of the Homeowners' Association.

(c) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these covenants and the remaining ones shall still be of full force and effect.

(d) [Amended Oct. 15, 1997.] The Plat of Bill Point is divided into "lots" and "tracts." In the Plat of Bill Point, the lots are identified by the numbers "1" through "82." In Lots 7 through 10 of the Plat of Shorewood, the two single-family residence sites to be placed on those lots are identified as "Shorewood Lot A" and "Shorewood Lot B." Each of these 84 lots shall be used only for a single residence with other appurtenances as are authorized elsewhere herein. Nothing in these Protective Covenants should be construed to bar the owner of Shorewood Lots 7 through 10 from reconfiguring lot lines as necessary to situate two proposed residences on those lots (identified above as Shorewood Lot A and Shorewood Lot B) in accordance with applicable building, use, health department, zoning, and other applicable regulations and ordinances. The owner(s) of the Shorewood Lots need not obtain the prior approval of the Board of Trustees nor the property owners to undertake such lot line adjustment, provided it complies with the terms of the Settlement Agreement. The tracts are identified by the letters "A" thorough "M", except "I", and are not to be used as residential building sites but are to be used for the mutual benefit of all owners of lots in this plat. No buildings or structures shall be erected upon any tract except: (i) a community recreational facility shall be built upon tract G, (ii) wells have been placed and will be placed, as needed, upon the tracts to supply water for the residents within the plat; (iii) pumping stations and appropriate shelters to protect and hide the apparatus from view will be built and installed in

conjunction with the wells; (iv) a suitable water reservoir may be constructed on one tract.

(e) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording. The effectiveness of these covenants shall thereafter be extended for successive periods of ten (10) years each unless, prior to the expiration of any period, there shall have been recorded an instrument signed by two-thirds of the owners of the lots in which they may have agreed to change these covenants in whole or in part. [The following was added Oct. 15, 1997.] However, Shorewood Lot A and Shorewood Lot B may be severed from these covenants if access is provided through adjacent property not part of the Plat of Bill Point and the owner(s) of Shorewood Lot A and Shorewood Lot B terminates the easement and accomplishes physical separation of it from Bill Point in accordance with Section 6.6 of the Easement.

### 3. LOT AND TRACT USE AND BUILDING TYPE

(a) All buildings shall be placed upon lots in conformity with Kitsap County Zoning Regulations applicable to residential zone R-12.5 as it exists on date of recording of this document. Said regulations provide:

Minimum lot size	12,500 sq. ft.	
Minimum lot width at the		
front building line	80 sq. ft.	
Minimum width at street line	30 ft.	Minimum mean depth
80 ft.		
Minimum setback from centerline		
of street for any structure	50 ft.	
Side yard	15 ft. (minimum 5 ft.	
	on one side)	
Rear yard	25 ft.	

(b) [Amended Oct. 15, 1997.] No lot in the Plat of Bill Point and neither Shorewood Lot A nor Shorewood Lot B 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, single-family dwelling, a private garage, and outbuildings approved by the Building Committee. The easements over the east end of Lot 55 from the southern end of the Bill Point Bluff cul-de-sac to the Plat of Shorewood Lot 11 (not a part of Bill Point) and to Shorewood Lots A and B are an agreed limited exception to this exclusive use of lots for residential purposes and to the designed cul-de-sac of Bill Point Bluff in the plan for the Plat of Bill Point which is part of Exhibit A.

(c) No utility lines or wires will be permitted outside the buildings or upon any lot unless placed underground or in a conduit attached to a building. Outdoor television and radio aerials or rotary beams are prohibited, unless approved by the Building Committee.

(d) [Amended Jan. 28, 1970.] It is recommended that residences be built within the "building envelope", and that driveways be located in the area designated for each lot, all of which is shown on the site analysis and home form study prepared by Joyce, Copeland and Vaughn, Architects and Urban Designers, marked Exhibit A and made a part hereof.

(e) [Amended Oct. 15, 1997.] On lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 47, 48, 49, 50, and 52 through 82 in the Plat of Bill Point, there shall be a maximum building height as determined by the Building Committee. In no event shall the maximum permissible building height, as determined by the Building Committee, be restricted to less than sixteen (16) feet above the highest point of the natural ground level within the recommended building envelope for any lot as shown on the Site Analysis and House Form Study.

#### **4. BUILDING COMMITTEE AND TREE COMMITTEE**

(a) The Building Committee is composed of three members. Initially the three members shall be: a representative of Greco Development, Inc.; a registered professional architect selected by Greco Development, Inc.; and a representative of the Bill Point Homeowners Association. When sixty-two (62) of the residential building plans have been approved, the committee shall consist of two (2) representatives from the Homeowners Association and a registered professional architect selected by the Association.

(b) [Added July 8, 1993.] A Tree Committee comprised of a least three members will be selected by the Board of Trustees. One of the members will be a professional in the use and management of trees and other vegetation in residential settings (such as a registered professional arborist, horticulturist, or landscape architect) who is neither a resident of Bill Point nor a lot owner therein. She or he will be retained by the Association. The other members will be selected from resident lot owners. The Tree Committee will implement the provisions of section 10 of these covenants and such By-Laws as the Association may enact relating to the management of trees and vegetation and the preservation of views within Bill Point as well as the management of the several tracts.

#### **5. APPROVAL OF PLANS BY BUILDING COMMITTEE**

(a) All plans and specifications must be prepared by a registered architect or approved counterpart. Proposed plans must be approved before construction is started, and plans cannot be executed before written approval by the Committee is obtained.

(b) Plans and specifications for approval by the Building Committee must be submitted in duplicate at least ten (10) days before plans are submitted for bid.

(c) One set of approved plans must be on the job site at all times during construction activity. All buildings must be erected by an approved builder.

(d) [Amended Oct. 15, 1997.] The Building Committee has the right to refuse approval of

any design, plan, material or color for any proposed construction or alteration. Taken into consideration will be the suitability of the proposed building, exterior color scheme, materials used, site and harmony with relation to surroundings, the effect of the building or any other structure or alterations planned on the outlook of the adjacent or neighboring property, and the effect or impairment that the structures will have on the view [from] surrounding building sites, and any other factors which, in the opinion of the Building Committee, may affect the desirability or suitability of the proposed structures, improvement or alteration. Within the Plat of Bill Point, the house form study and site analysis documents will provide guidelines for the property owners, architects and Building Committee in the development, evaluation and approval of projects.

(e) It is the intent of the architectural recommendations to guide the design of dwellings and their subsequent evaluation by the Building Committee so that the structures will enhance the natural surroundings, an important means for the achievement of the quality of the environment. The structure may enhance the community in two general ways: (1) through melding into the site by the use of natural materials, shingle roofs, etc.; or (2) by contrasting with the natural landscape and thus "setting" them off through the use of masonry products and siding or straight, rectangular lines.

## **6. PROSECUTION OF CONSTRUCTION WORK** [Amended Oct. 13, 1969.]

Exterior finishing of a dwelling must be completed within four (4) months after construction has begun, and overall building construction is to be completed within twelve (12) months.

## **7. EASEMENTS** [Amended Oct. 15, 1997.]

In the Plat of Bill Point, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat: (a) over the rear five feet of each lot, and (b) over a five-foot strip along each side of interior lot lines. In the Plat of Bill Point and Shorewood Lot A and Shorewood Lot B, any and all drainage collected or sufficiently concentrated to create erosion problems, in the opinion of the Building Committee, shall be piped at the purchaser's expense to the nearest street gutter. Plans and specifications for such underground piping must be approved by the Building Committee.

## **8. NOXIOUS USE OF PROPERTY**

(a) [Amended Oct. 15, 1997.] No noxious, illegal or offensive use of property shall be carried on upon any lot in the Plat of Bill Point or Shorewood Lot A or Shorewood Lot B, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No owner or owners, under any conveyance, shall at any time conduct or permit to be conducted on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries or church schools, nor shall said

premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(b) [Amended Oct. 15, 1997.] Accumulation of trash, refuse, junk vehicles, or other unsightly objects is prohibited on any lot in the Plat of Bill Point or Shorewood Lots A and B. Building materials stored during construction periods must be kept orderly.

(c) No trailer, basement, tent, shack, garage, barn or other outbuilding will be allowed to be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until the exterior has been completed, including finished staining and painting, and connected to an acceptable sewage disposal facility.

(d) [Original replaced by following, Jul. 8, 1993; further amended Oct. 15, 1997.] Adequate parking space, consistent with the requirements of the City of Bainbridge Island Zoning Ordinance #92-08, must be provided within the boundary of each residential lot, such that the Public Right-of-Way in front of that lot shall not be used for regular overnight parking of any vehicle.

Automobiles, vans, and pickups, used as a primary means of transportation may park regularly overnight on an owner's property in the driveway, or elsewhere on the property if the vehicle is less visible. Moreover, in the Plat of Bill Point and Shorewood Lots A and B, no boat, trailer, camper, vehicle with camper, house trailer, motor home, recreational vehicle, or other similar vehicle, commercial vehicle, vehicle with sign or advertisement, truck, stored vehicle, or any part thereof, shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other enclosed space.

## **9. FENCES AND HEDGES**

Fences, hedges and boundary walls must be approved by the Building Committee as to height and design prior to construction.

## **10. PRESERVATION OF TREES AND VEGETATION**

[Added Oct. 15, 1997.] The following provisions apply within the Plat of Bill Point only.

(a) No cutting of trees outside the area designated as the recommended building area on the Site Analysis and House Form Study is permitted unless it is approved by the Tree Committee for the specific purpose of enhancing views or removal of a tree which is considered a blight. [Jul. 8, 1993, amendment changed "Building Committee" to "Tree Committee."]

(b) It is recommended that trees be retained within the building area wherever feasible.

(c) Tree and vegetation growth shall be controlled by individual property owners so as not to restrict the view of other property owners. [The following, adopted Sep. 7, 1990, replaced the original second sentence.]

In the event a dispute among property owners and/or the Board concerning view restriction cannot be resolved by the property owners concerned and/or the Board, any party may seek to resolve the dispute by initiating the procedure as set forth in section 2(b).

(d) Property owners shall preserve and maintain trees and ground cover in a natural, well-kept state on that portion of their individual lots in the area ten (10) feet on each side of Tracts E, F and J. Fences shall not be constructed in the above mentioned ten foot area.

## **11. ANIMALS**

Only household pets will be allowed, as long as they do not become a public nuisance. They may not be kept, bred or maintained for commercial purposes.

## **12. MAIL BOXES**

Mail boxes must be approved and located in areas acceptable by the U.S. Post Office Department. Structures containing such mail boxes must be approved by the Building Committee.

## **13. GARBAGE CANS AND REFUSE DISPOSAL**

Trash, garbage and other waste must be kept in sanitary containers buried or screened so that they are not seen from the street or adjacent properties or residences. Incinerators and other equipment should be screened from view and kept in a sanitary condition.

## **14. SIGNS**

No sign of any kind shall be displayed unless approval is received from the Building Committee.

## **[15. GRECO DEVELOPMENT CORPORATION OPTION deleted, Oct. 15, 1997.]**

## **15. MEMBERSHIP AND ASSESSMENTS** [Original replaced on March 31, 1976.]

(a) The Plat of Bill Point as hereinabove described contains the following tracts: A, B, C, D, E, F, G, H, J, K, L, and M. Title to said Tracts has been, or shall be, conveyed from declarant to the Bill Point Homeowners Association concurrently herewith, reserving to the declarant such easements and portions of said Tracts for utilities as the declarant may deem reasonable and necessary at the time of conveyance. The property conveyed to the Bill Point

Homeowners Association shall be improved, used and maintained for recreational and open space purposes.

(b) [Amended Oct. 15, 1997.] Each lot owner in the Plat of Bill Point and the owner of Shorewood Lot A and the owner of Shorewood Lot B shall automatically become a member of the Bill Point Homeowners Association at the time title to his lot shall be conveyed to said owner; and membership in the Association shall automatically terminate upon the termination of such ownership; provided, that control of the Association shall be retained by the declarant until 75% of the lots are conveyed to bona fide first purchasers thereof. After said 75% of the lots are so conveyed, control of the Association shall automatically pass to the owners of lots subject to terms and conditions of these Protective Covenants, as amended, and the Articles of Incorporation of the Bill Point Homeowners Association, as amended.

(c) The Bill Point Homeowners Association shall have as its specific purpose the improvement, care, maintenance, repair, replacement control and management of the above recreational and open space areas, together with the management and control of the affairs of the Association, all for the benefit and enjoyment of the members of said Association and their successors in interest.

(d) The members of the Bill Point Homeowners Association shall have no right or authority to assign, transfer, lease, or otherwise convey, in whole or in part, their rights, title or interest in, or enjoyment of, the recreational or open space areas described above to any non-member except as may be incident to the sale, lease or other conveyance of their entire lot to a bona fide purchaser or lessee.

(e) A member of the Bill Point Homeowners Association shall not have the right to avoid or otherwise exempt himself or his lot from liability for the payment of dues, assessments or other charges by waiver of the use or enjoyment of any recreational or open space area or by the lease or abandonment of his lot.

(f) Dues, assessments and other charges by the Association to be paid by the lot owners shall be as set forth in the Articles of Incorporation of the Bill Point Homeowners Association, as amended from time to time, and said dues, assessments and other charges may be decreased from time to time by majority action of the Board of Trustees of the Association. Said dues, assessments and other charges may be increased from time to time by the majority vote of the owners attending a regular meeting of the Association or a special meeting of the Association called for that purpose. Said dues, assessments and other charges shall be payable by the respective lot owners of the various lots and shall constitute a lien against each respective lot from the date that said dues, assessments or charges shall become due and payable.

(g) In the event the dues, assessments or other charges against any lot or lots are not paid within thirty (30) days that the same becomes due and payable, then and in that event, the lien of said dues, assessments and other charges [together with interest thereon at the rate of twelve percent (12%) per annum and the costs and expenses of foreclosure, including attorneys' fees] may be foreclosed by the Board of Trustees on behalf of the Bill Point



Homeowners Association in the same manner as liens against real property are foreclosed in the State of Washington.

(h) Declarant agrees to pay the dues, assessments, and other charges assessed against lots owned by the declarant until such time as each respective lot is sold to the initial bona fide purchaser thereof, at which time the purchaser of said lot shall assume the obligation for the payment of such dues, assessments and other charges.

(i) All dues, assessments, and other charges shall be due and payable on a monthly basis unless otherwise determined in the Articles of Incorporation or by the Board of Trustees.

#### **NOTES:**

1. The original covenant is dated May 22, 1968; it and Amendments 1 and 2 were signed by representatives of Greco Development, Inc, and were duly recorded.

2. Amendments 3 through 7 were signed by owners of at least two-thirds of the 82 lots in the Plat of Bill Point, and were duly recorded.

3. Exhibit A: a copy is held by the Association's professional architect; copies of pertinent drawings are held by the Building Committee and Secretary.

4. Exhibit B: documents related to the Plat of Bill Point filed with the Kitsap County Auditor are as follows:

a. Easement for underground electric system under and upon all streets and roads and under and upon the exterior five feet parallel and adjacent to the street frontage of all lots within said plat, and the right to construct, operate, maintain, repair, replace and large underground electric transmission and/or distribution systems upon and under the right of way together with all necessary or convenient particulars GRANTED TO Puget Sound Power and Light Company. Recorded June 12, 1968; Auditor's No. 931921.

b. Building lines and restrictions contained in said plat as follows: Dimensions and uses of all lots, tracts or parcels of land embraced in the plat are subject to and shall be in conformity with Kitsap County Regulations.

c. Exceptions and reservations contained in deed from the State of Washington whereby said grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Auditor's No. 32952.

d. Easements provision contained in instrument recorded under Auditor's file No. 930792 (Original Covenants of Bill Point). Assignment of easement rights to

Howard M. Angell, Jr., and Bette Y. Angell, husband and wife, by instrument recorded under Auditor's file No. 8208250040.

e. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

f. Right of the public to drain streets over and across any lot or lots where water might make a natural course after the street or streets are graded, as dedicated in the plat.