

**COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS  
OF MILLER BAY ESTATES  
KITSAP COUNTY, WASHINGTON**

Miller Bay Associates, a Limited Partnership, in order to provide for the uniformed development of that certain real estate described as Plat of Miller Bay Estates Div. No. 1-4, does hereby set out covenants, conditions, reservations and restrictions which shall be applicable to the above-described land.

**Section I - Use of Property and Site Restrictions**

1. All lots and improvements shall be used for residential purposes and uses incidental thereto. No tenancy by a third person shall relieve the owner from full responsibility for performance of these covenants.
2. No lot shall be divided or subdivided.
3. Tents, house trailers, and campers shall be limited to use on lots in this plat for the construction period, not to exceed one year. Temporary buildings will not be allowed. During the period of construction said lot owner shall provide adequate sanitary disposal as approved by the applicable city, county or state agency.
4. All sanitary wastes shall be disposed of by septic tanks and drain fields or sewer systems approved by the applicable city, county or state agencies.
5. All septic systems shall be so situated as to conform to standards of regulations as set forth by city, county and state agencies.
6. The work of construction of all buildings 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, including windows and doors on any building shall be completed within one year from the start of construction. Said construction shall conform with the requirements of the applicable city and county agencies and the Architectural Committee.
7. Foundations of permanent buildings shall have a continuous concrete foundation.
8. No domestic animals of any kind shall be raised, kept, or permitted upon any premises or any part thereof other than dogs, cats, and birds, which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers and which are reasonably controlled to avoid their being a nuisance to other lot owners.
9. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on a property unless placed in an attractive container suitably located and screened from public view. All incinerators shall be screened and kept in a clean and sanitary condition.
10. Property owners shall not at any time maintain any sign or other advertising device of any character upon their premises if not located within a commercial area; provided that there shall be no sign advertising the sale or lease of property for a period of three years from the date these covenants

are recorded with the Kitsap County Auditor. Signs, outdoor advertising displays, etc. of permanent nature in the commercial areas of Miller Bay must be approved by the Architectural Committee.

11. No hunting shall be permitted in any area at any time.

#### Section II - Architectural Conditions

The following guide-points will be used by the Architectural Committee in approving building plans. It is realized that with passing time, these general criteria may change in keeping with changes in building materials, methods of construction, and architectural concepts.

1. In general, all homes will be single story, except on sites which lend themselves to daylight basements and will not block view from other lots. Views from all lots will be safeguarded to the extent that is reasonably possible. Buildings shall not exceed 14 feet from the highest point of the lot, unless otherwise approved by the Architectural Committee.

2. All garages or carports must attached to homes, except when attachment is prevented by unusual topography and upon approval of the Architectural Committee.

3. Abundant use of outdoor decks and patios will be encouraged.

4. The use of new materials on all exterior surfaces will be required, unless approved by the Architectural Committee. Used brick will be permissible.

5. The orientation and location of houses on lots is to be reviewed by the Architectural Committee. The intent is to keep all homes as compatible as possible with their natural surroundings and with each other.

6. A minimum of reasonable square feet of floor area, exclusive of patios and decks, is required. Areas for roofs, garages or carports and the total costs of the structure are not established in these restrictions. Size will be reviewed by the Architectural Committee. Submission of tentative plans for approval shall be given to the Architectural Committee before proceeding with final plans. All final plans shall be approved in writing by the Architectural Committee.

7. Home plans must provide for the screening of garbage cans and trash areas from view from adjacent property, roads, and the beach.

8. All buildings, including remodeling and fencing, must first be approved by the Architectural Committee as specified in these covenant, except that fences or boundary walls shall not exceed six feet in height.

#### Section III - Architectural Committee

1. The Architectural Committee shall at all times consist of as many persons, not less than three, as the directors of Miller Bay Yacht & Beach Club, a Washington non-profit corporation, shall appoint.

2. Miller Bay Yacht & Beach Club, a Washington non-profit corporation, shall keep on file at its principal office a list of names and addresses of the members of the Architectural Committee.

3. Except as otherwise provided herein, any two members of the Architectural Committee shall have power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and which instrument shall be signed by the members of the Committee consenting to the action.

4. All plans shall be approved by the Architectural Committee. The Committee shall recognize there can be an infinite number of architectural concepts for the development of property. Miller Bay Yacht & Beach Club, wishes to encourage the formulation of such concepts. Nevertheless, for the protection of Miller Bay Yacht & Beach Club, the Architectural Committee wants to make certain that any development of a residential lot will be consistent with the overall land development. Guide lines for the Architectural Committee are set forth in these covenants.

5. Property owners will not construct, alter or maintain any improvements on the premises until:

(a) The property owners have submitted to the Architectural Committee, two complete sets of plans and specifications therefor in form satisfactory to the Architectural Committee, showing insofar as is appropriate (i) the size and dimensions of the improvements (ii) the exterior design, (iii) the approximate location of the improvement on the residential lot, (iv) the approximate location of driveways and parking areas:

(b) Such plans and specifications shall have been approved in writing by the Architectural Committee and a copy of such plans and specifications as finally approved, deposited for permanent record with the Committee.

6. If at any time property owners shall have submitted to the Architectural Committee plans and specifications in accordance with Section III.5 and the Architectural Committee shall have neither approved such plans and specifications within 30 days from the date of their submission nor notified the property owner of its objections within such 30-day period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly, in the event that property owners have filed revised plans and specifications for a dwelling house with the Architectural Committee as to the plans and specifications originally filed and the Architectural Committee shall have neither approved such revised plans and specifications within 30 days from the date of their submission nor notified the property owner of its further objections within such 30-day period then such revised plans and specifications shall be deemed to have been approved by the Architectural Committee.

7. Whenever property owners have completed an improvement, they shall promptly notify the Architectural Committee in writing. Any member of the Architectural Committee, any weekday between the hours of 9:00 o'clock a.m. to 5:00 o'clock p.m. within 60 days following the time the property owners have so notified the Architectural Committee of the completion of an improvement, may inspect such improvements for the purpose of determining whether it complies with the plans and specifications approved by the Architectural Committee. In the event that the Architectural Committee shall determine does not comply with such plans and specifications it shall notify the property owner within such 60-day period, whereupon the property owners within such as the Architectural Committee shall specify, not less than 30 days, however, from the date of notice, either remove such improvement or alter it so that it will comply with such plans and specifications. In the event that the Architectural

Committee shall not communicate with the property owners within 60 days from the time they have notified the Architectural Committee of the completion of the improvement, the improvement shall conclusively be deemed satisfactory to the Architectural Committee.

8. All communications to the Architectural Committee shall be delivered by hand or by mail to Architectural Committee, c/o Miller Bay Yacht & Beach Club, at its principal office.

#### Section IV - Care and Appearance of Premises

1. Property owners shall maintain the improvements on their premises and the grounds of such premises in a neat and attractive manner, and in particular, shall keep the grass, weeds, indiscriminate alder growth out, the shrubbery pruned and dead trees, dead shrubbery and dead plants removed. Property owners shall keep the exterior of improvements on their premises in a good state of repair and appearance. Alder growth, brush and mass planting of trees shall not be allowed on any lot whether occupied or vacant. If neglected, Architectural Committee shall have the right to remove said objectionable material and charge the lot owner the cost thereof, which costs shall be collected and enforced as set forth in the by-laws of Miller Bay Yacht & Beach Club.

#### Section V - Miscellaneous

1. There will be certain designated common properties to be called "common properties" for use and benefit of all the lot owners within the above-mentioned plat and for use and benefit of other owners of property to be platted adjacent to the above-mentioned plat, all of which common properties will be owned by Miller Bay Yacht & Beach Club, a Washington non-profit corporation, and the said common property shall be under their jurisdiction as to the use and enjoyment thereof, together with the maintenance and repair of the same. The water system which will service the property, for the benefit of the property owners, may be transferred to the non-profit corporation, but the developers, Miller Bay Associates, a Limited Partnership, reserves the right to sell or transfer the water system to a municipal water district, a private water company or other water company regulated by the Washington State Public Service Commission.

2. Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenants, either to restrain such violation or to recover damages therefor, and may be brought by any lot owner damaged.

3. Invalidity of any of these covenants, as determined by a court of competent jurisdiction, shall in no wise affect any of the other covenants which shall remain in full force and effect.

4. There shall be an easement five feet in width on side, rear and front lot lines on all lots within said plat for construction, drainage and utilities.