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Document Title(s): Declaration of Covenants, Conditions and Restrictions for SFR Cottage Housing Development
Reference Number(s) of Document assigned or released: ______
Declarant: Mietzner Mukilteo, LLC, a Washington limited liability company
Grantee: Mietzner Mukilteo, LLC and General Public
Legal Description (abbrev.): PTN LOT 90, WEST & WHEELER'S SEAVIEW 5 ACRES TRS
Assessor's Property Tax Parcel/Account No.: 006116-000-090-01

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SFR COTTAGE HOUSING DEVELOPMENT

This Declaration is made and executed this _____ day of May, 2020, by Mietzner Mukilteo, LLC, a Washington limited liability company, hereinafter referred to as "Declarant".

I. RECITALS

1.1 Declarant is the owner of certain real property located within Snohomish County, State of Washington, and legally described as follows:

THE SOUTH HALF OF THE NORTH TWO-THIRDS OF TRACT 90, WEST AND WHEELER'S SEAVIEW FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 12, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

1.2 For the benefit and protection of the present and future owners of the above property, and to further enhance its value and attractiveness, and as an inducement to future investors and lenders to purchase and make loans secured by the above property, Declarant desires to create and record certain restrictive covenants to benefit and burden each respective property as follows.

1.3	The real property described in Section	1.1 above is loca	ited within and has beer
developed in a	accordance with the SFR Cottage Housi	ng Development	Standards under City of
Mukilteo City	Code Chapter 17.51 and as approved by	the City of Muki	lteo on or about the
day of	, 2020, and recorded on the _	day of	, 2020, under
Snohomish Co	ounty Auditor's File No	·	

NOW, THEREFORE, Declarant hereby declares that the property described above shall be hereafter held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following reciprocal covenants, conditions, reservations, rights, charges and equitable servitude.

Any conveyance, transfer, sale, assignment, lease or sublease of any of the above properties, shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, and any future owner, and any first mortgagee of any of the above Property.

II. RESTRICTIVE COVENANTS

- 2.1 <u>Restrictions on Use of Property by Occupants</u>. The following restrictions shall be applicable to the use of any property described above and subject to this Declaration (the "Property") and Mukilteo City Code Chapter 17.51:
- a. All Lots shall be used for single family residential purposes, with the exception that certain home businesses may be permitted provided such home business shall not create any disturbance, noise, or unsightliness, and shall not unduly increase traffic flow or parking congestion, and shall not be in violation of any of the provisions of this Declaration. Such home business shall be allowed only so long as a majority of the Property Owners consent to such home business.
- b. No Owner or Occupant of any Property shall cut, move, or significantly alter any tree located within the boundary lines of any Property unless permission in writing is first granted by the other Property Owners; provided, however, the Declarant shall be exempt from this restriction so along as Declarant owns a lot within the development.

- c. No part of any Property shall be used for the purpose of exploring for, taking therefrom or producing therefrom, minerals, gas, oil or other hydrocarbon substances.
- d. No animals or fowls shall be raised, kept or permitted upon the Property or any part thereof, except only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred, or raised for commercial purposes or in an unreasonable number.
- e. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that would cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding Property; without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law or unless specifically approved by the other Owners.
- f. Grading, clearing, removal or cutting of natural vegetation and/or stumps or significant alteration of existing landscaping shall not be permitted without prior written approval of the other Property Owners; provided, however, the Declarant shall be exempt from this restriction so along as Declarant owns a lot within the development.
- g. No garbage, refuse or rubbish shall be deposited or kept on any Property or building unit except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring Property, provided, however, the garden trash that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point and need not be in any container for periods not exceeding 24 hours. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- h. No electrical, cable television, or telephone lines or wires shall be located on any Lot unless underground or in a conduit attached to a structure. No clotheslines shall be permitted on any Lot within view of neighboring Property.
- i. No sign of any kind shall be erected by an Owner or Occupant within the development without the prior written consent of the other Lot Owners. Notwithstanding the foregoing, "For Sale" and "For Rent" signs and security signs and any signs required by legal proceedings may be erected upon any Lot without prior notice.
- j. Lots may be leased for residential purposes. All leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that

the tenant acknowledge receipt of a copy of this Declaration. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, in addition to any other remedies available, a majority of Lot owners may approve eviction of the tenant on behalf of the Owner and Landlord and specifically assess all costs associated therewith against the Owner and the Owner's property.

- k. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined by a majority vote of the other Lot Owners.
- l. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.
- m. Television antennas and satellite dishes (and other similar devices) shall be permitted either on the roof of the residence or ground mounted within the property line of a Lot upon which a residence has been built (i.e. not on a vacant Lot). Such devices, together with all necessary and attendant wiring shall be permissible so long as such devices and all parts thereof are not visible from neighboring Property, including, without limitation, any streets within the development or adjacent thereto. Anything in this paragraph to the contrary notwithstanding, this paragraph shall be enforced so as to be consistent with federal legislation governing the installation of satellite dishes and antennas.
- n. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors, or similar type items, shall be installed or placed upon the outside or inside of any windows of any residence or other structure. Awnings shall be of solid colors and designs. No stripes or patterns shall be allowed. Colors shall be of tones that match the house or trim.
- o. The term "vehicles" as used herein shall include, without limitation, automobiles, vans, campers, trucks, buses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, go-carts, and any other rowed or self-propelled transportation type vehicle. The term "passenger vehicles" as used herein shall include passenger automobiles, vans, small trucks, motorcycles, and similar type vehicles used regularly and primarily as transportation for the Occupants of the Lot. Vehicles used for commercial and recreational purposes are not considered passenger vehicles. Where a Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. Driveway areas in front of garages shall be considered "parking areas" for passenger vehicles only and only to the extent that sufficient parking spaces are not provided in the garage for all the vehicles used by the Occupants of the Lot. Parking in public streets abutting the lot shall be limited to guests and visitors.

- i) No boats, trailers, or recreational vehicles shall be parked or stored on any Property within view of neighboring Property.
- ii) Any passenger vehicle which is inoperable or unlicensed and not capable of use on the public highways and which is parked on any Lot for a period of more than forty-eight (48) hours shall be treated the same as a non-passenger vehicle and shall be considered a nuisance and may be removed from the Development after notice and demand for removal.
- iii.) Garage doors shall be kept closed by owner or occupant when not in use.

2.2 **Building Restrictions**.

- a. <u>Permanent Structures</u>. The only permanent structures which shall be erected, placed or permitted to remain on any Property shall be one detached single-family cottage dwelling per Property, designed and used for single family occupancy only, and one private garage per lot. Ramblers or one-story cottages shall not exceed a maximum of 1,000 square feet on the main floor, excluding garages. One and one-half story cottages shall not exceed a maximum of twelve hundred square feet with a maximum of eight hundred square feet on the main floor, excluding landing and stair areas, second story ceilings less than 6 feet in height and garages. No further building expansion is permitted that would exceed the above parameters.
- b. <u>Prohibited Occupancies</u>. No mobile home, trailer, recreational vehicle, outbuilding or tent shall be erected or placed on any lot for temporary or permanent use as a residence. No garage shall be converted for use as a residence i.e., used for dwelling purposes.
- c. <u>Outbuildings</u>. Outbuildings such as garden sheds, woodsheds, and storage sheds shall be permitted only within the fenced portion of a Lot, and shall be constructed in accordance with local zoning and applicable building codes. All such outbuildings shall be constructed utilizing materials that conform to the materials utilized in construction of the residence.

2.3 <u>Maintenance of Open Space and Common Property.</u>

a. Owner's Responsibility for Maintenance. Each owner shall be equally responsible for maintenance and repair of the Common Property and all designated restricted open space, landscaping areas in public right of ways including all vegetation located therein, detention and drainage facilities, common area driveways located outside of any Lot that is not public right of way or public roadway, all parameter fencing, and all other commonly owned and operated Property which assures continued use for the purposes intended. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance in effect, of all landscaping and improvements situated on the Common Property or designated

restricted open space, detention and drainage facilities, landscaped areas in public right of ways and including required sight obscuring buffers, common area driveways, and all parameter fencing. Notwithstanding the foregoing, private drainage easements, private side sewer easements, shared driveway easements, and landscape easements, as established on the face of the Front Porch Cottages Survey Map and Plans (the "Survey Map and Plans") and which apply to individual lots, shall be subject to the restrictions and maintenance obligations contained on the face of said Survey Map and Plans, to any other governmental regulations applicable to such easements and to any additional restrictions which may be placed on said easements.

- b. <u>Owner's Restriction of Use of Easements</u>. All easements referred to on the face of the Survey Map and Plans shall be free from plants and trees that exceed fifteen (15) feet in height at maturity, or plants which have sewer drain seeking roots, and all permanent structures or other structures, such as covered parking, decks, overhangs, sheds, etc., which may interfere with proper maintenance and repair of the easements as established on the face of the Survey Map and Plans.
- c. <u>Delinquent Accounts/Liens</u>. If the owner of any Property fails to pay his or her share of a cost, expense, tax assessment, or liability incurred pursuant to this Agreement within thirty (30) days of receiving a bill or invoice for the same, his account shall be delinquent and shall accrue interest thereafter at the rate of one percent (1%) per month. The owner or owners of any other property may advance such share on behalf of the delinquent owner, and within ninety (90) days of the delinquency, may file a lien against the delinquent owner's lot in the records of the Snohomish County Auditor.

Unsatisfied liens may be enforced for a period of six (6) years from the date of delinquency in the manner for enforcement of other real property liens. If litigation is required to collect the delinquent account or to foreclose the lien, the delinquent owner shall be liable for all costs, disbursements, and reasonable attorneys' fees incurred herein.

The sale or transfer of Property subject to a lien shall not affect the status or enforceability of the lien; provided that any such lien shall be subordinate to a first mortgage or similar security interest in a first position which arises from the loan of funds to purchase the subject Property.

In addition to being a lien against the subject Property, delinquent accounts accruing interest at one percent (1%) per month, plus costs, disbursements, and reasonable attorney's fees, shall also be a personal obligation of the person or persons owning the subject Property at the time of the delinquency.

The Claim of Lien shall include at least the following information:

1. Name. The name of the lien claimant;

- 2. <u>Basis of Claim</u>. A statement concerning the basis for the claim of lien, a description of the work performed and a statement itemizing the amount thereof;
- 3. <u>Identification of Owner</u>. An identification of the owner of the Property;
- 4. <u>Parcel Description</u>. A description of the Property against which the lien is claimed;
- 5. <u>Statement of Claim.</u> A statement that the lien is claimed pursuant to the provisions of this Agreement, or citing the date, volume and page of the recordation of this Agreement. The lien so claimed shall attach from the date of recordation in the amount claimed thereby and may be enforced or foreclosed by a suit to judicially foreclose the lien under the applicable provisions of Washington law and this Agreement.

2.4 **General Provisions**.

- a. <u>Attorneys' Fees</u>. In the event any Property owner subject to this Declaration finds it necessary to commence an action to enforce the terms of this Declaration, the prevailing party in such action shall be entitled to recovery of their reasonable attorney's fees and all out-of-pocket costs incurred.
- b. <u>Notices</u>. Unless otherwise provided herein, any notices required to be sent to any owner of Property subject to the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner in the Auditor's records of Snohomish County, Washington at the time of such mailing.
- c. <u>Enforcement</u>. Any owner of Property subject to this Declaration shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. The failure of any owner of Property to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereunder.
- d. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect.
- e. <u>Effective Municipal Ordinances</u>. Police, fire, and any other public safety ordinance or municipal corporation having jurisdiction over any portion of the Property subject to this Declaration shall govern where more restrictive than these Covenants and Restrictions.

f. Running Covenants . The Covenants and Restrictions of this Declaration
shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner
of any Property subject to this Declaration, their respective legal representatives, heirs,
successors and assigns in perpetuity. The Covenants and Restrictions herein may be amended or
supplemented only upon a written instrument signed by a majority of the Lot owners who own a
fee interest in the Property subject to this Declaration. These Covenants may be terminated at
any time by the mutual consent of the owners of the Property subject to this Declaration and by
the recording of a Notice of Termination with the Snohomish County Auditor. Notwithstanding
anything contained herein to the contrary, the Declarant shall have the right to amend this
Declaration at any time Declarant owns one or more Lots subject to this Declaration.
IN WITNESS WHEREOF, Declarant has executed this Declaration the date and year
first hereinabove written.

	DECLARANT:
	Mietzner Mukilteo, LLC, a Washington limited liability company,
	By:Michael Mietzner, Its Member
CTATE OF WACHINGTON	
STATE OF WASHINGTON)	
COUNTY OF SNOHOMISH)	
On this day managedly are sound had	ore we Michael Mistrugute we lyngryn to he e May

On this day personally appeared before me, Michael Mietzner to me known to be a Member of Mietzner Mukilteo, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and stated that he was authorized to execute the said instrument as such member.

GIVEN under my hand and official seal this _____ day of May, 2020.

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My commission expires _____

