



# HAMMA RIDGE

## HOMEOWNERS ASSOCIATION

## Community Covenants and Restrictions

Note: The Protective Covenants and Amendments as listed here are intended for information only and are not intended to be a legal document. The format has been altered through scanning and web page implementation and, although similar to, is not identical to the format in the original Protective Covenants. The text has been reviewed to ensure that it matches the wording in the original Protective Covenants. If any discrepancies are found in the wording, please notify a Board Member via email.




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## Protective Covenants, 8/15/90

(Recorded with Mason County Auditor file number [513819](#))

### Preamble

THIS DECLARATION is made on the date hereinafter set forth by MUTOMO INVESTMENTS, INC., a California corporation (hereinafter referred to as "Declarant").

### WITNESSETH:

WHEREAS, Declarant is the owner of certain property overlooking Hood Canal in Mason County, State of Washington, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Declarant has subdivided or will subdivide this real property and it is the desire and intention of the Declarant to sell this real property and to impose upon it mutually beneficiary restrictions under a general scheme of improvement for the benefit of all lots, tracts or lands in the subdivision, the future owners of those lands, and such other persons, corporations, or entities as may be designated herein; and

WHEREAS, it is the desire and intention of the Declarant to establish and maintain a general plan for all property included in the subdivision which will result in a residential area where property value, desirability, attractiveness and views will be enhanced and protected; and

WHEREAS, Declarant has created or shall create a Homeowners Association and shall provide for the transfer thereto of certain tracts of real property and created facilities as the Common Areas; and

WHEREAS, the Homeowners Association will accept certain obligations for the maintenance of the Common Areas as provided herein; now, therefore,

Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the desired Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I: DEFINITIONS

1. "Association" shall mean and refer to the Hamma Ridge Homeowners Association, a nonprofit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is or will become a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. Where a lot is being sold by real estate contract, the contract purchaser who resides on the property shall be deemed owner for membership purposes.
3. "Properties" shall mean and refer to the certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Resident" shall mean and refer to the person(s) in actual physical occupancy of a house for the purpose of using such house for his/her usual place of abode.



5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners of Hamma Ridge Subdivision. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include, but not be limited to, easements for ingress, egress and utility purposes, beach access ways and community well apparatus.
6. "Lot" shall mean and refer to any plot of land shown upon the survey recorded under Mason County Auditor's Fee No. 492652 and the short subdivisions recorded Under Auditor's Fee No. plat 499778 through Auditor's Fee No. 499784, inclusive, with the exception of the Common Area. This term shall apply to creation of additional plots through subdivision.
7. "Declarant" shall mean and refer to MUMOTO INVESTMENTS, INC., a California corporation, its successors or assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
8. "Declaration" shall mean and refer to this instrument and any future amendments and declarations.
9. "Subdivision" shall refer to HAMMA RIDGE residential subdivision.
10. "Board of Directors" and "Officers" shall refer to the board of directors and officers of Hamma Ridge Homeowners Association.

## **ARTICLE II: HOMEOWNERS ASSOCIATION**

**1. Formation:** The Declarant shall cause to be formed with the recording of this Declaration, or in a reasonable time thereafter, a nonprofit corporation under the laws of the State of Washington known as Hamma Ridge Homeowners Association, whose objects and purposes shall be the furtherance and promotion of the community welfare of the members, including the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Area and the protection and benefit of its members and their property in said subdivision as the Homeowners Association shall determine and as provide by its Articles of Incorporation and Bylaws, and any rules and regulations adopted pursuant thereto.

**2. Grantee's Acceptance:** The grantee of any Lot subject to these Declarations by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreement contained herein, and by acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent Owners of each of the Lots within the subdivision, as now existing or as further subdivided in the future, to keep, observe, comply with and perform said Declarations and agreements. Each grantee of a Lot agrees to be bound by the Articles of Incorporation and Bylaws, and rules and regulations herein, pursuant to the Hamma Ridge Homeowners Association, and grantees shall continue to be members thereof while retaining ownership of said lot.

## **ARTICLE III: MEMBERSHIP. AND VOTING RIGHTS**

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. All Owners including the Declarant shall be entitled one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be case with respect to any Lot. In the event an existing Lot is further subdivided, each of the Lots shall also be subject to this

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Declaration and shall be entitled to one (1) vote for each new Lot Owner. As existing Lots are further subdivided, the overall number of Lots shall increase accordingly.

3. The voting rights of the Lot Owners, excluding the Declarant, shall be suspended until such time as seventy percent (70%) of the Lots in Hamma ridge are sold or August 6, 1992 (the fifth anniversary of execution of CCR's), whichever is sooner. The Declarant shall not be obligated under the Covenant for Maintenance Assessments as set forth in Article V.

#### **ARTICLE IV: PROPERTY RIGHTS**

**1. Owner's Easements of Enjoyment:** Every class of membership shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The right of the Association to dedicate or transfer all or any part of the Common Area to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

**2. Delegation of Use:** Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the property.

**3. Dedication of Accesses and Common Areas:** All accesses and Common Areas set forth on the Subdivision filed herewith are dedicated and reserved for Lot Owners, their families and guests. All Lots will be subject to utility easements.

**4. Domestic Water System:** All Lots in said Subdivision shall be provided water by means of a community water system. It is the Declarant's intent that the system will be designed and constructed to serve a total of thirty-eight (38) lots. All Owners in the Subdivision shall be required to subscribe to this system and pay all rates and charges as set forth by the Declarant, the State of Washington, or the Association, provided, however, when a lot is subdivided and the individual water need(s) of the new lot(s) exceed the maximum capacity of the community water system design, such additional lots shall have the right to drill a well at their own cost and expense and shall not be subject to the assessments for the community water system. Such additional wells may serve more than one lot. In addition, any lot owner shall be allowed to drill their own well at their own cost and expense for agricultural or pet purposes. No individual wells will be permitted on any Lot unless such well is designed, located and constructed in accordance with the legal regulations, laws and ordinances of Mason County and the State of Washington. No individual well shall be permitted on a lot which will interfere or impede the operation of the community water system. The community water system shall be dedicated to the Association, and the cost of improvement and maintenance of said water system shall be as assessed in Article V herein.

**5. Septic System:** No individual sewage or septic disposal system will be permitted on any Lot unless such system is designed, located and constructed in accordance with the legal regulations, laws and ordinances of Mason County and the State of Washington.

**6. Easements, Rights of Way, and Beach Access:** All easements, rights of way, and beach access within the Subdivision shall be dedicated to the Association, and the cost of improvement and maintenance of said streets, rights of way, and beach access shall be as assessed in Article V herein.

**7. Protection of Views:** No building or structure in this Subdivision shall exceed two (2) inhabitable stories in addition to a basement. The heights shall be in compliance with local and state law. It is the express purpose of these declarations to protect views and, when possible, a building or structure will be placed on a Lot to preserve the views of those Lots with higher elevations. The Lot Owners may request from one another that trees and/or brush be pruned, thinned or otherwise cleared to eliminate any



unreasonable interference with a view. The cost of pruning or thinning shall be borne by the lot owner seeking to protect their view.

**8. Nuisances:** No obnoxious or offensive activity shall be carried on or upon any Lot, nor shall there anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

**9. Garbage and Refuse Disposal:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish, trash, garbage or other wastes shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition

**10. Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and not more than two (2) horses may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Setbacks for stables, barns or outbuildings shall be no less than 20 feet from the front Lot line and 15 feet from all other lines. Horses shall be allowed to roam the full area of the Lot, and Lots containing horses shall be fenced. There shall be only one outbuilding for the housing of horses on any one lot.

**11. Firearms:** The use of firearms within said Subdivision is prohibited, and no hunting of animals with any weapon by any person shall be permitted.

**12. Temporary Structures:** No structure of a temporary character, basement, tent, shack, garage or other outbuildings shall be used on any plot at any time as a residence, either temporarily or permanently, except that campers and trailers may be lived in temporarily for a period not to exceed one (1) year during construction of a permanent home, provided, if applicable, that a temporary use permit is obtained from the proper County officials.

**13. Completion of Permanent Homes:** The exterior of any dwelling must be completed within one (1) year from the commencement of the construction. Awnings, Cabanas, Garages and Carports must be constructed with new, complementary materials to the permanent home.

**14. Boats:** Boats, campers and vacation trailers may be stored on a Lot in conjunction with a permanent home but shall not be lived in as a secondary residence.

**15. Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot.

## **ARTICLE V: COVENANT FOR ASSOCIATION MAINTENANCE ASSESSMENTS**

**1. Creation of the Lien and Personal Obligation of Association Assessment:** The Declarant, for each Lot within the Subdivision, and each lot subsequently created by further subdivisions by Declarant or Owner, or otherwise, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special Association assessments, together with interest, costs and reasonable attorneys' fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**2. Purpose of Association Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for

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the maintenance, repair, replacement, emergency work, and capital improvement of the Common Areas. The maintenance of the Common Areas includes the payment of the real property taxes on such common areas, which shall have the highest priority in the utilization of assessments.

**3. Maximum Annual Association Assessment:** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$100.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) After consideration of the current maintenance and future needs of the Association, the Association may fix the annual assessment at an amount not in excess of the maximum

**4. Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**5. Notice and Quorum for any Action Authorized under Paragraph 3 and Paragraph 4:** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 3 and 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**6. Uniform Rates of Association Assessments:** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that any lot(s) created in the future which do not utilize the community water system pursuant to paragraph 4 of Article IV, shall not be charged assessments for the community water system.

**7. Date of Commencement of Annual Association Assessments - Due Dates:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors as provided in the bylaws shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**8. Effect of Nonpayment of Association Assessments - Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for a



Mechanics' Lien, except that the Association shall not be limited by the notice and time provisions of RCW 60.04, et. seq. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**9. Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of the assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments therefor becoming due, or from the liens thereof.

## **ARTICLE VI: GENERAL PROVISIONS**

**1. Enforcement:** The Association, or any Owner, shall have the right to enforce, by an proceeding at law on in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**2. Severability:** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**3. Amendment:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until such time as seventy percent (70%) of the Lots are sold, Declarant shall have sole authority to amend this Declaration. After this time, this Declaration may be amended during the first twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the Lot owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.

**4. Annexation:** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

## Protective Covenants Amendment, 8/18/97

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS PERTAINING TO HAMMA RIDGE

WHEREAS, the undersigned Declarant prepared and filed a Declaration of Protective Covenants Pertaining to Hamma Ridge, which was recorded under Mason County Auditor's File No. 513819 and affected the real property described on Exhibit A attached hereto; and

WHEREAS, under the Declaration of Protective Covenants, the Declarant reserved the right to amend the Declarations until such time as seventy percent (70%) of the lots were sold; and

WHEREAS, the Declarant has not crossed this threshold and desires to file this Amended Declaration of Protective

Covenants for clarification purposes as provided below.

1. Article IV, Paragraph 4, shall be revised in its entirety to read:

4. **Domestic Water System.** A Group A water system has been constructed and approved by the Washington State Department of Health to serve forty-four (44) domestic service connections ("Community Water System"). The Community Water System will be dedicated to Arcadia Utilities, Inc. or



another satellite system management agency ("System Manager") established under Chapters 70.116 and 70.119 RCW. All Owners in this Subdivision shall be required to subscribe to this system and pay all rates and charges as set forth by the System Manager. In the event a lot owner decides to subdivide to create additional lots and the System Manager is not able to provide water for the additional lots, the Owner of the lots will have the right to install a private individual water system at their own expense; provide, however, that the private water system will not expand to serve any lots being served by the Community Water System. No private individual water system will be allowed unless such system is designed and constructed in accordance with the legal regulations, laws, and ordinances of Mason County and the State of Washington and prior written notice is given to the System Manager. No new public water systems will be allowed to be constructed within the development unless the System Manager has delivered to the owner written notice that they are unable to provide water to the additional lots and that all lots being served by the new public water system are contiguous. Any new public water systems constructed within the development must be designed and constructed as not to interfere with the operation of the Community Water System and must meet all legal regulations, laws, and ordinances of Mason County and the State of Washington. The System Manager shall have the right to access the common roadways for the purpose of maintaining, repairing or upgrading the Community Water System.

2. Except as provided herein, all other terms and conditions remain in full force and effect.