

ISSUE #1

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 11 (p. 2): Protected Political/Real-Estate Signage, Flag, or Religious Display Restriction: Clause bans all yard signs without a statutory political/election sign carve-out or restricts protected U.S./military flags or religious displays under WA and federal law.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & RCW Ch. 64.90 (WUCIOA), RCW Ch. 64.38 (HOA Act) & WAC 308-124C (WA DOL Association Management Rules)

Statutory Comparison: Under RCW 64.38.028, 64.38.034; 4 U.S.C. § 5, associations may not prohibit the display of the United States flag (4 U.S.C. § 5) or enforce blanket bans on residential yard signs that fail to carve out statutorily protected political election signs, religious door displays, or owner "For Sale/For Lease" signs where preempted by WA statute.

CURRENT WORDING IN DOCUMENT:
No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, but not excluding signs used by the exclusive sales agent or a builder to advertise the property during the construction and sales period.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):
Amend Section 11 to carve out statutorily protected political signs during election periods, U.S./State/Military flags under 4 U.S.C. § 5, and religious displays in accordance with RCW 64.38.028, 64.38.034; 4 U.S.C. § 5.

interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as may be shown on the recorded plat or other instrument of public record.

- 8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.
- 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as residence, either temporarily or permanently, provided however, that as to all lots lying West of Jefferson County Road 9E only these restrictions shall not apply during the first year of purchase of any lot from PUGET SOUND EXCHANGE CORPORATION, and the Architectural Control Committee may permit the continued use of trailers. Mobile Homes having a minimum square footage of 800' shall not be construed as a trailer.
- 10. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine months from date of start of construction, except for reasons beyond control, in which case a longer period may be permitted by the Architectural Control Committee.
- 11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, but not excluding signs used by the exclusive sales agent or a builder to advertise the property during the construction and sales period.
- 12. ~~No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.~~
- 13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 14. PUGET SOUND EXCHANGE CORPORATION shall provide a reasonable source of water supply for the owners of each lot. No wells of any kind shall be allowed except those owned and operated by Puget Sound Exchange Corporation or Bridgehaven Community Club, Inc., a non profit corporation to be formed, or their successors, as the case may be, for the general water supply.
- 15. 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 the Jefferson County Health Department. Approval of such system as installed shall be obtained from such authority.
- 16. [Original] These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- [Article 16 was amended June 10, 1994, to read: These covenants are to run with the land and shall be binding on all parties and all covenants shall be automatically extended for periods of one year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. [See below for documentation.]]
- 17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both.
- 18. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 19. The Architectural Control Committee shall have discretion to allow exceptions to any provision of this document.
- 20. All docks shall be subject to Architectural Control Committee approval as well as the approval of such government agencies having authority in such matters.
- 21. There shall be easements for roads for ingress and egress and for utilities for all lot owners of the said plat on all roads as shown on the plat referred to above, as well as on any plat or plats hereafter recorded by the grantors covering adjacent property. The PUGET SOUND EXCHANGE CORPORATION shall construct all roads shown on said plat or plats, construct a water supply and shall provide electric service and a 300' community beach and maintain said facilities until same are conveyed to Bridgehaven Community Club, Inc. a non profit corporation to be formed. Thereafter said Club shall maintain and operate said facilities together with such additional recreational or other facilities, as it shall by proper authorization from its membership undertake to provide. The said Club shall have the power to charge and assess its members on an equitable basis for the operation and maintenance of the said facilities originally provided by Puget Sound Exchange Corporation and to charge and assess its members on an equitable basis for such additional recreational or other facilities as shall be duly authorized by its membership for the mutual benefit of all its members. The development and construction of any beach facilities or pools shall be the responsibility of said Club.
- 22. There shall be an easement for ingress and egress across the beach on said plats between mean high tides and extreme low tide for beach lot owners only whose property abuts upon and includes second class tidelands.
- 23. All oil, gas, and mineral rights in the said land are hereby reserved to PUGET SOUND EXCHANGE CORPORATION.

IN WITNESS WHEREOF, the undersigned have affixed their signatures.

[original signed by] Hubert B. Sallee

[original signed by]Mabel P. Sallee

PUGET SOUND EXCHANGE CORPORATION

[original signed by] John E. Hieber - President

[original signed by] Lloyd V. Blake - Secretary

STATE OF WASHINGTON)

ss.

COUNTY OF KING)

On this 11th day of June, 1964, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HUBERT B. SALLEE and MABEL P. SALLEE, to me know to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.