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After Recording Return to:
Bryce H. Dille
of Campbell, Dille & Barnett
317 South Meridian
Puyallup, WA 98371

970023 PM 3:00

REGISTERED
CATHY PRINCE-STRICK
AUDITOR PIERCE CO. WASH.

✓
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
RIDGE POINTE

Grantor: (1) C.R.L., Inc., a Washington Corporation

Grantee: (1) Ridge Pointe

Legal Description (abbreviated): Lts. 1 through 32 of the Plat
of Ridge Pointe.

Complete legal description is on Page 1 of document.

Assessor's Tax Parcel No. 04-19-17-4-017

THIS DECLARATION is made this 14 day of
November, 1997, by and between C.R.L., Inc., a
Washington Corporation, Declarant.

I. BACKGROUND

1. Declarants are the owners of certain property in
Pierce County, Washington, and particularly described as
follows:

Lots 1 through 32 of the Plat of Ridge Pointe
recorded under Pierce County Auditor's Recording No.

9712230648

Declaration of Covenants,
Conditions and Restrictions
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Page 1

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2. Declarants intend to create on that property a residential community known as Ridge Pointe.

3. Declarants desire to preserve and enhance the property values, amenities, and opportunities in the above described residential community and to provide for health, safety, and welfare of residents, and to this end, desires to subject the property described above, together with such additions as may be made to the property to the covenants, restrictions, common areas, easements, charges, and liens set forth in this Declaration, each and all of which are for the benefit of the property and each owner.

4. Declarants have incorporated RIDGE POINTE HOMEOWNER'S ASSOCIATION to provide a means for meeting the purposes and intents set forth in this Declaration.

II. DECLARATION

1. Declarants declare that the property as described above shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, common areas, easements, charges and liens set forth in this Declaration, together with such other property as may be subsequently added in the future.

2. Further, Declarants delegate and assign to the RIDGE POINTE HOMEOWNER'S ASSOCIATION the power of maintaining, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the health, safety, and welfare of the residents.

III. DEFINITIONS

1. "ACC" shall mean the Architectural Control Committee as described in this Declaration.

2. "Association" shall mean the RIDGE POINTE HOMEOWNER'S ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.

Declaration of Covenants,
Conditions and Restrictions
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Page 2

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3. "Builder" shall mean any person or entity who purchases one or more lots directly from the Declarant and who is engaged in the business of the building residences for purposes of resale and who shall commence construction of a residence upon a lot purchased directly from the Declarant set forth above.

4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

5. "Common Areas" shall mean all of the real property and improvements which may be owned or leased by the Association, all easements which are defined as common areas as more particularly set forth in this Declaration, or real property owned jointly by all lot owners or for the common use and enjoyment of the lot owners including but not limited to access roads and easements.

6. "Declarant" shall mean C.R.L., Inc., a Washington Corporation, its successors and assigns.

7. "Dwelling Unit" shall mean any portion of the building situated on the properties which portion is designated and intended for use as a residence by a single family.

8. "Federal Mortgage Agencies" shall mean those federal agencies which have an interest in any lot or lots, or common areas, such as the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation, or their successors to their interest.

9. "First Mortgagee" shall mean a lender who holds the first mortgage or deed of trust on a lot and who has notified the Association in writing of his holdings.

10. "Lot" shall mean each of the 32 platted lots recorded under Pierce County Auditor's Recording No. ~~9712230648~~ with the exception of the common areas.

11. "Member" shall mean a member of the Homeowner's Association by virtue of lot ownership.

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12. "Mortgage" shall include, except where stated to the contrary herein, a mortgage, deed of trust, real estate contract, or other security instrument.

13. "Owner" shall mean every person or entity, including Declarant, which is a record owner of the fee simple title to any lot, or if any lot is sold under real estate contract, the vendee or vendees under that contract; provided however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

14. "Property" shall mean the real property described herein.

IV. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. The Property. The real property which is subject to this Declaration above, and shall be known as RIDGE POINTE as more particularly described in Section I(1) above.

V. COMMON AREAS

1. Tracts.

A. That the plat of RIDGE POINTE contains Tract A which is designated as a common area and which is a "tot lot" for the use and benefit of the owners of lots within Ridge Pointe. Each lot owner shall have an undivided 1/32nd interest in said Tract A and said Tract A is subject to such rules and regulations and may be adopted by the board of directors of the Ridge Pointe Homeowner's Association.

B. That Tracts B and C have been designated as private storm drainage facilities for the use and benefit of the owners of lots within Ridge Pointe and each lot owner shall have an undivided 1/32nd interest in said Tract B and C and that said Tract B and C is subject to such rules and regulations as may be adopted by the board of directors of the Ridge Pointe Homeowner's Association.

C. That the plat of RIDGE POINTE contains Tract D which is hereby designated as a Bonneville Transmission Easement and subject to said easement is for the use and

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Easement and subject to said easement is for the use and benefit of the owners of the lots within RIDGE POINTE and each lot owner shall have an undivided 1/32nd interest in said Tract D and said Tract D is subject to such rules and regulations as may be adopted by the board of directors of Ridge Pointe Homeowner's Association.

2. Easements.

A. Declarant has declared easements for roads over and across those certain portions of the plat of Ridge Pointe as more particularly depicted and described in the Plat of Ridge Pointe.

B. Declarant does hereby convey, dedicate and reserve an easement for purposes of installing and maintaining a monument/entrance area including signs and landscaping.

C. All utility easements as designated on the plat and other easements which have been established for the benefit of the owners of Lots within Ridge Pointe and which may include but not be limited to drainage as well as the construction and maintenance of fencing which has been constructed or will be constructed by the Declarant or the homeowner's association.

D. Declarant does hereby declare and dedicate an easement under and upon the front 15 feet parallel with and adjoining the private road frontage of all lots and that said easement is also reserved for and granted any power company, water company, telephone company, gas company, cable television company, and U.S. Postal Service and their respective successors and assigns as more particularly described under the easement provisions on the plat of Ridge Pointe. Within such strips, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which change, obstruct or retard the flow of water through drainage channels. Such easement areas and all other improvements therein shall be maintained by the owner of the lots except as to utilities, services, improvements located therein which are the responsibility of the utility entity owning or serving such

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E. Declarant does hereby convey and dedicate and reserve an easement for the benefit of the Association to install at the sole cost and expense of the Association, trees to be situated on lot lines within six feet of the edge of the hard surface of the private roads where there is no adjacent sidewalk and in those areas where there is a sidewalk, then within six feet from the edge of the hard surface of the sidewalk.

F. Declarant reserves the right to enter onto Lots and all common areas in order to plant trees as well as other landscaping which has been required by Pierce County in order to obtain approval of the plat of Ridge Pointe.

3. Owner's Easements of Enjoyment. Each Owner shall have the benefit of the "Common Areas" which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the purpose for which such Common Areas were constructed.

(c) The right of the State of Washington and County of Pierce by ordinance statute rule or regulation as it may affect any common areas and specifically Tracts B and C.

4. Association to Maintain. The Association shall maintain, repair, and replace the common areas and any improvements located thereon which shall include but not be limited to maintaining and repairing private roads, maintaining Tracts A, B, C, and D, maintaining the monument/entrance area including landscaping and irrigating the landscaping contained thereon, maintenance of fencing if any, constructed by Declarant, maintenance of all pedestrian pathways constructed by Declarant, sidewalks within private road easement, and such

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other expenses and maintenance as may be necessary in order to maintain a first class residential community and that all the above expenses shall be paid by the Ridge Pointe Homeowner's Association from assessments as provided for herein. The Association is also responsible for replanting and maintaining evergreen trees on those portions of the plat and lots situated thereon and common areas in order to comply with the platting approval requirements of Pierce County.

5. Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers or functions to any person, firm or corporation, provided that any management agreement for the project shall be terminable by the Association for a cause upon 30 days written notice, and the term of any such agreement may not exceed one year renewable by agreement of the parties for successful one year periods. The members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power or function so delegated by written instrument executed by a majority of the Board of Directors.

VI. HOMEOWNER'S ASSOCIATION

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.

2. Voting. Each lot shall vest in its owners with one vote on all matters. No lot shall be entitled to more than one vote. Lots owned by a husband and wife, or jointly by more than one individual or entity, shall be entitled to only one vote per lot by the lot owners cumulatively and not individually. Matters involving the capital improvements of the common areas shall require an affirmative vote of fifty-one percent (51%). Matters involving amendments to this Declaration shall require an affirmative vote of seventy-five percent (75%). All other matters shall require an affirmative vote of fifty-one percent (51%) unless otherwise stated elsewhere in this Declaration or amendments thereto.

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3. Meetings. At such time as the Declarant shall no longer have the right to appoint the board of directors of the Association as provided in this Declaration or in the event the Declarant shall relinquish such right in writing, then the Association may schedule regular meetings at least once a year. Minutes shall be kept of each meeting which shall include a record of all votes taken.

4. Liability Insurance. The Association may maintain liability and/or hazard insurance covering the common areas and work performed by or on behalf of the Association.

5. Dues; Assessments. Assessments as provided for herein shall be on an monthly or regular or other periodic basis as determined by the board of directors of the Homeowner's Association.

6. Common Expenses. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of Tracts A, B, C, and D; maintenance of the landscaping and irrigation for the monuments/entrance area, maintenance of fencing constructed by the Declarant, maintenance of all pedestrian pathways constructed by Declarant, maintenance of sidewalks within private road easement, maintenance of the storm drainage and other utilities for which the Association may be responsible within the plat, and such other expenses as may be approved by the board for the benefit of all lot owners within the Association. Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility of collecting for and payment of the common expenses shall be administered by the Association.

7. Lien for Failure to Pay. In the event any party fails to pay, within 30 days of receiving a bill for their portion of the expense, then the Association may file a lien, substantially in the form of a labor and material lien. The lien shall be a lien against the property of the non-paying party and forecloseable in the same manner as a labor and materials lien, without, however, the requirement to file suit within eight (8) months. The lien shall have perpetual existence until paid and released by a recorded lien release.

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The unpaid balance shall bear interest at the highest legal rate until paid and the non-paying party shall be liable for costs and attorneys fees expended in any collection action including but not limited to the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which became due prior to such sale or transfer whether a lien is filed prior to the sale or not. No sale or transfer shall relieve such lot from liability for any assessment, dues or other charges thereafter becoming due or from the lien thereof. The word "mortgage" shall include a "deed of trust" or real estate contract. That notwithstanding any of the provisions set forth herein, in the event of any sale or transfer of any lot pursuant to or as the result of a foreclosure of a mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any proceeding in lieu thereof, such possessor, its successor, and assigns shall not be liable for the share of the common expense or assessments made by the association chargeable to such lot which became due prior to such possession. The unpaid share of common expenses or assessments shall be deemed to be a common expense collectible from all of the owners, including such possessor, his successors, and assigns.

8. Subordination of Lien. Any lien allowed or provided by this declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not to a real estate contract) where the lender under such first mortgage or deed of trust is a bank, savings and loan, F.H.A., V.A., or other institutional lender. If required by such institutional lender, the holder of a lien provided for herein, whether the holder be the Declarant, the ACC, the Association, a lot owner, or otherwise, will execute a standard form subordination agreement to effect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any lot where the lot owner, subject to an existing lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchase of the lienec lot. Except as provided above, no lien allowed or provided by this Declaration shall be effected by a sale, transfer or refinancing of the lienec lot or lots.

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9. Personal Liability. Each assessment, dues, or other charges, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the owner of the lot at the time such assessment, dues, or other charge became due. The personal obligation of such owner shall not be relieved by sale or transfer of the lot, and shall not become the personal obligation of the owner's successors in interest unless expressly assumed by them. The new owner shall be personally liable for assessments, dues, or other charges which become due on or after the date of sale or transfer. Provided that, nothing in this section shall relieve the lot from liability for such dues, assessments, or other charges, or the lien therefore.

10. Rate of Assessment. Except as provided for herein, monthly or regular and special assessments shall be at a uniform rate for all lots.

11. Certificate. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association stating whether assessments, dues, or other charges against a specified lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence as to the amount of any assessment, dues, or other charges stated to have been paid. The Association may charge a reasonable fee for the issuance of such certificate.

12. Directors. The Declarant shall act or appoint the board of directors until such time as seventy-five percent (75%) of the lots have been sold to others than builders. After seventy-five percent (75%) of the lots have been sold to others than builders, then the Declarant shall call for and conduct a meeting of the members of the Association who shall then elect directors in accordance with the terms and provisions of the Articles of Incorporation, By-Laws and this Declaration.

13. Association Obligation. The Association shall be obligated to perform the maintenance and repair as more specifically set forth in Paragraph V (4), provided that if any work is required as a result of any negligent or intentional act or admission of any owner, or the owner's agent, family or

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tenants, than the cost of such work shall be paid for exclusively by such owner and shall become a part of the assessment levied against such owner's lot or lots.

VII. OFFICERS

The Board of Directors shall appoint individuals to serve as President, Treasurer and Secretary. Each officer shall be a member of the Board. The term of each officer shall be two years. Officers may be elected to consecutive terms. Declarant may act as President so long as Declarant is acting on the Board of Directors.

VIII. INCORPORATION

The Association shall be incorporated under the laws of the State of Washington and may apply for tax exempt status with the IRS. The Articles of Association and Bylaws shall not be contradictory to and shall supplement this Declaration.

IX. EXTRAORDINARY USE COSTS

In the event that one or more lot owners should by their use of the common areas cause it to be subjected to other than reasonable wear and tear or by their actions damage those common areas or any improvements located thereon or therein, then individual subjecting the common area to such use shall have the obligation to repair such damage upon demand by the Association and to restore such common area to the condition that existed prior to such use or action and all expenses therefore shall be paid by such individual.

X. ASSESSMENTS

1. Covenants for Maintenance Assessments.

(a) Declarants, for each Lot owned by it, agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) monthly other regular assessments, and (ii) special assessments for capital improvements.

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(b) The monthly or other regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.

(c) Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the improvement, repair and maintenance of the Common Areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, and for the maintenance of other areas as provided for in this Declaration.

3. Board to Fix Monthly or Regular Assessment. The Board of Directors shall fix the regular or monthly assessment at least thirty (30) days prior to the commencement of the monthly or regular assessment period. Written notice of the monthly or regular assessment shall be sent to every Owner. In the event the Board fails to fix an monthly or regular assessment for any assessment period, then the assessment established for the monthly or regular assessment for the prior year shall automatically be continued until such time as the Board acts. The monthly or regular assessment established for the prior year shall automatically be continued until such time as the Board acts. The monthly or regular assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis. That in the event there is any

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increase in the monthly or regular assessment of more than five percent (5%) of the monthly or regular assessment for the prior assessment period, then it must be approved as provided for in Section 2, Article X of the Bylaws of the Association which are incorporated as herein as though fully set forth.

4. Special Assessments for Capital Improvements. In addition to the monthly or regular 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 or reconstruction, unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto. That any special assessment for capital improvements must be approved in accordance with the provisions of Section 3 of Article X of the Bylaws of the Association which are incorporated herein as though fully set forth.

5. Rate of Assessment. Both monthly or regular and special assessments shall be fixed at a uniform rate for all Lots.

6. Initial Assessment. The initial assessment until changed by action of the Association shall be \$15.00 per month for each lot and shall be paid in advance on a semi-annual basis on January 1st and July 1st of each year and shall be subject to the condition that the Declarant shall not be responsible for paying any assessment on a lot owned by the Declarant and that the assessment for each lot shall not commence until said lot is sold or conveyed by the Declarant. At the time of closing of the sale of any lot by the Declarant there shall be paid to the Declarant three months assessments in advance and the Declarant shall pay the same to the Association. Until the next semi-annual payment date, the monthly assessment shall be paid on a monthly basis on or before the 5th of each month. (Example: If a transaction closes in May, then at time of closing, the assessment for the months of May, June, and July shall be paid at closing and thereafter, monthly assessments shall be paid on a monthly basis for August, September, October, November, and December, and on

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January 1st the semi-annual payment of the monthly assessment shall be made.)

7. Effects of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner obligated to pay the assessment, or may foreclose the lien against the Property, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for monthly or regular or special assessments by nonuse of the Common Area or by abandonment of his Lot.

8. Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinated to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee or a Mortgage of record or other purchaser of a lot obtains possession of the Lot as the result of foreclosure of a Mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his successors and assigns.

9. Certificate. The Association shall upon demand furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot or dwelling unit have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment stated in the certificate to have been paid.

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10. Exempt Property. The following property shall be exempt from the payment of monthly or regular and special assessments:

- (a) All portions of the properties dedicated to and accepted by a local public authority.
- (b) The common areas.
- (c) All lots and dwelling units owned by the Declarant until a lot has been sold and conveyed by the Declarant.

XI. ARCHITECTURAL CONTROL COMMITTEE

1. Appointment. An Architectural Control Committee consisting of not more than three (3) persons is hereby created. Initially the members shall be Carl D. Wade, Janette M. Wade, and Dorothy McNall. Each member shall hold office until he or she resigns, is removed or until a successor has been appointed and qualified. Declarant shall have the authority to remove and appoint the members of the ACC until there has been constructed on all lots a residence and that all said lots containing residences has been sold and conveyed by either a builder or a Declarant. In the event any of the initial members of the ACC shall resign, the Declarant reserves the right to appoint a successor member as long as the Declarant has the authority to remove and appoint members of the ACC as provided for herein. Thereafter, the Members of the ACC shall be appointed by the Board of Directors of the Association. Any members of the ACC appointed by the Board of Directors of the Association as provided for herein are required to be lot owners.

2. Duties. The ACC shall have the authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration. The members of the ACC may delegate their duties to any one member.

3. Adoption of Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications in order to further the intents and purposes of this Declaration and any other covenants or restrictions covering the Properties. If such

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guidelines are adopted, they shall be available to all Members upon request.

4. Meeting; Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive any compensation for their basic services. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of ACC duties.

5. Nonwaiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

6. Liability. Neither the ACC nor any of its members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for the approval or for failure to approve any matter submitted to the ACC. The ACC or its members may consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the ACC.

7. Plan Review Fees. The ACC may employ engineers, architects, and other professionals to review plans and take other actions as designated by the ACC.

XII. ARCHITECTURAL AND LANDSCAPE CONTROL

1. Approval of Plans Required. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC.

- (a) The construction of private road or driveways.
- (b) The construction or erection of any building, fence, wall or other structure, including the installation, erection, or construction of any solar collection device.

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(c) The remodeling, repainting, reconstruction, or alteration of any road, driveway or other structure.

Any such actions which have been approved shall only be taken in conformity with the plans and specifications actually approved by the ACC, and no changes in or deviations from the approved plans and specifications shall be made without the prior written approval of the ACC.

2. Approval Not Required. Notwithstanding any other provision of this Declaration, the approval of the ACC shall not be required for action taken by Declarant to develop any of the lots or common areas.

3. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two sets of plans and specifications which meet the following requirements:

(a) Plans for the construction or modification of roads or driveways shall show the proposed location, course, width, grade and materials.

(b) Plans for the construction or modification of any building, fence, wall, or other structure shall be building elevation plans which, in addition to the details customarily shown on the Lot, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and shall show and otherwise identify any special needs or conditions which may arise or result from the installation, erection, or construction of any solar collection device. At the request of the ACC, the person submitting such plans shall locate stakes on the Lot which indicate the corners of the proposed structure. The plans for the first structure to be located on the lots shall include a site plan containing the building envelope, a landscaping plan, including a specification of proposed time for completion of the landscaping.

(c) Plans for landscaping for front yards and back yards on corner lots must be approved prior to the installation of lawn and other landscaping. In the event landscaping is installed prior to the approval of any plans by the ACC, or if any landscaping is installed which is not in conformity with

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approved plans, then the ACC shall review said landscaping as installed and shall notify the owner as to any changes required by the ACC in order that such landscaping be approved and if the owner does not take such action as is necessary in order to make the landscaping changes as requested by the ACC within thirty days after receipt of written notice from the ACC, then the Association at its sole option shall have the right to go upon said owner's property and make such changes as requested by the ACC and shall then assess said owner for all costs incurred in making such landscaping changes as requested by the ACC.

Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, one copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The ACC shall approve, disapprove, or require further information, or changes within 10 business days from the date the completed plans and specifications are submitted to the ACC. If the ACC fails to approve or disapprove such plans and specifications, or to require further information or changes, within the 10 business day approval period, approval shall not be required and this paragraph will be deemed to have been fully complied with.

4. Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is in variance with these covenants, other covenants covering the Properties, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community or to any other Owner, location of the improvement on the Lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan, or impact on view rights or privacy.

5. Exclusions. During the development period which is defined as the construction of the initial residences on the property, the Declarants shall have the right to waive the

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plans and specifications review for builders to whom the Declarant has sold a lot. Any such waiver shall not exempt said builder from any of the standards or restrictions articulated in this Declaration and all structures and improvements shall meet all standards and restrictions contained in these Declarations. That in the alternative during the development period, the ACC may approve a master set of plans and specifications submitted by a builder and that once approved, a residence and improvements can be constructed pursuant to said master plan on any lot without the necessity of any further approval by the ACC.

XIII. EASEMENTS

1. Easements for Association. The Association and its agents shall have a easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

(a) The maintenance, repair, replacement, or improvement of any easement or common area or any improvement (fencing) which is the responsibility of the Association.

(b) Emergency repairs necessary to prevent damage to the easement or to another Lot or the improvements therein.

(c) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do.

Except in an emergency where advance notice is not possible, the easement shall be exercised only after reasonable notice to the Lot Owner.

2. Easement for Government Personnel. A easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

XIV. EXTERIOR MAINTENANCE

1. Each Owner shall have the obligation to maintain his Lot and any building or improvements located on the property

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the standards appropriate for a first-class residential community. If the Owner of any Lot fails to maintain the Lot, buildings, and other improvements in conformity with those standards, the Association after approval by 2/3rds of the Board, shall have the right, through its agent and employees, to enter upon the Lot and to clean, repair, maintain and restore the Lot and the exterior of the buildings and other improvements. The cost of such exterior maintenance shall be added to and shall become part of the assessments to which said Lot is subject.

XV. PERMITTED AND PROHIBITED USES

1. Land Use and Building Type. All lots subject to these protective covenants shall be used only for residential purposes. No structures of any kind shall be erected or permitted to remain on any lot other than single family residences, garages, work shops, and structures normally accessory to such residences. No carports will be allowed and all garages must have doors. All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted. One two-car or three-car garages are permitted and they shall be incorporated in or made a part of the dwelling house and no detached garages shall be permitted except with express approval by the Architectural Control Committee.

2. Swimming Pools. Unless approved by the ACC in writing, swimming pools and hot tubs shall not be nearer than ten (10) feet to any Lot line and shall not project with their coping more than four (4) feet above the established grade.

3. Completion of Construction. The construction of any building on any lot, including painting and all exterior finish, shall be completed within eight months of beginning of construction so as to present a finished appearance when viewed from any angle. All lots, except those owned by the Declarant, shall be kept in a reasonably clean and workman-like manner during construction. All lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris. The grass thereon shall be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

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4. Landscape Completion and Standards. The entire front yard, including up to the edge of the hard surface of the street fronting any lot, shall be landscaped in accordance with the provisions of this section. The landscaping shall be installed prior to occupancy or within ninety days after the first framing inspection, whichever shall occur first. If inclement weather conditions prevent the timely installation of said landscaping improvements, the lot owner must make application to the ACC for an extension of time until weather conditions sufficiently improve. For corner lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped. "Front yard" shall be defined as the lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the lot, exclusive of any garage projections.

The front yard landscaping will include all of the adjacent public street right-of-way along the lot frontage out to the edge of the hard surface of the public street. Each lot owner shall be responsible for installing and maintaining the landscaping within the adjacent right-of-way.

At least 50 percent of every front lot shall be maintained as lawn area unless otherwise approved by the ACC.

Within 60 days after occupancy, all corner lots with visible backyard areas from adjacent street right-of-ways shall have landscaping completed on the entire lot area unless otherwise approved by the ACC.

Within 60 days after occupancy, all other rear yards not otherwise landscaped must be seeded in lawn.

5. Parking. Unless fully enclosed within an approved structure (by the ACC) upon a lot, no recreational vehicle, commercial vehicle, construction or like equipment, trailers (utility, boat, camping, horse or otherwise), or disabled vehicles shall be allowed to be parked or stored on any lot except as expressly provided and approved by the Association. No vehicles or trailers may be parked on any street or roadway except on a temporary basis subject to such rules and regulations as may be adopted by the Association. With the exception of the vehicles and trailers prohibited above, cars and pick-up trucks may be parked on driveways. The Association

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shall adopt such reasonable rules and regulations as may be necessary to enforce these parking provisions.

6. Speed Restrictions. The Association shall have the right to adopt reasonable rules and regulations with regard to speed on the private roadways and can install speed limit signs and can install a maximum of two speed bumps on the private roadways within the plat.

7. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Properties. Any motor vehicle including motorcycles making repeated trips in and around the property and private roadways shall be automatically deemed a nuisance.

8. Excavation and Fill. The Declarant has placed fill on all of the lots within the property and except with the permission of the ACC or except as may be necessary in connection with the construction of any approved improvement, no additional fill material shall be placed on any lot nor shall any dirt be removed from any lot herein.

9. Drainage. The owner of any lot shall not take any action which would interfere with surface water drainage across that lot either through natural drainage or by drainage easements. Each lot owner shall be responsible for all costs and maintenance of any water run-off or drainage across said owner's lot and must maintain said owner's lot so as not to interfere or obstruct the drainage with respect to any other lot.

10. Use During Construction. Except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

11. Signs. No sign shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the owner or by a licensed real estate agent, not exceeding 400 square inches may be temporarily displayed on any lot. Declarant shall also have the unrestricted right to place

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12. Animals. No animals, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of the lot or the property. Dogs and cats not exceeding a total of three (3) may be kept provided that they shall not be kept, bred or maintained for any commercial use or purpose. Any kennel dog run must be screened from view of the street. All pets must be kept in yards or on leashes. The Association may adopt such rules and regulations as it deems appropriate relative to this paragraph. All dogs must be kept so as to minimize excessive noise from barking, or to be otherwise considered as a nuisance.

14. Temporary Structure. No structure of a temporary or removable character, including but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or any other building shall be kept or used on any Lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction shack or trailer for purposes of storage or security at any time during the initial period of construction.

Declaration of Covenants,
Conditions and Restrictions
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mobile home, basement, tent, shack, garage, barn or any other building shall be kept or used on any Lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction shack or trailer for purposes of storage or security at any time during the initial period of construction.

15. Utility Lines; Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or satellite dishes shall be erected, placed, or maintained on any part of such premises except as approved by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.

16. Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Lots, roads, or streets. All clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring Lots, Common Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

That this paragraph does not apply to dumpsters or similar receptacles used by Contractors or builders during the course of construction of a residence during the time or period of construction of a residence on any lot.

17. Auto Repair. No major auto repair shall be permitted except within enclosed garages which are kept closed. The only repairs permitted on the balance of the Property are occasional casual repairs and maintenance activities such as tune-ups or oil changes.

18. Setbacks. No building shall be located on any lot near to the front, side, or back lot line than is permitted under the appropriate Pierce County setback requirements. For

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purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building.

19. Roofs. All roofs shall be composed of "Pabco Premiere 25" and shall be pewter gray in color or such other comparable material and color as approved by the ACC. That any roofing material which is not expressly authorized herein may be permitted subject to the approval of the ACC.

20. Siding. The siding on the front of any residence or on the back or side of any residence facing 144th Street East within the plat shall be vertical or horizontal cedar or similar appearing material and may also contain brick. The back and sides of any residence other than those facing 144th Street East may be of T-111 material or comparable material as approved by the ACC.

21. Lighting. All exterior lighting which is visible from any road or any other dwelling home shall not be installed so as to adversely impact any adjacent dwelling. The ACC shall have the express authority to require changes if, in the opinion of the ACC after receiving a complaint, determines that said lighting adversely impacts another dwelling.

22. Driveways. That all driveways including any access to the rear yard of any residence shall be of a hard surface construction of either concrete or brick and shall be completed prior to final building inspection. Any other hard surface material for driveways such as asphalt must be approved by the ACC.

23. Fences. All fences must be constructed of cedar unless otherwise approved by the ACC and may be no more the six feet in height. No barbwire, chain link, corrugated fiberglass or similar fencing shall be erected on any lot, except that chainlink fencing for sports facility enclosures may be considered for approval by the ACC upon request. All fences, open and solid, are to meet with the requirements and standards for fencing as may be adopted by the ACC and any deviation therefrom must be approved by the ACC prior to construction. All fencing and its location must only be installed with the prior approval of the ACC.

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24. Maintenance of Structures and Grounds. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

25. Firearms. The use of firearms is expressly prohibited.

26. Dirt bikes and/or ATV. No unlicensed motor vehicles, including motorcycles, dirt bikes, motor scooters, ATV's, etc., shall be permitted to operate on any road or on any lot within the plat. No motor vehicles of any kind which are not licensed to be driven on the public highways shall be permitted to operate on any road, common areas or on any lot within the plat.

27. Damage Repair. All owners agree to repair immediately any damage to any utilities adjacent to their lot or lots, in the event any of the utilities are cracked, broken, or otherwise damaged as a result of dwelling construction activities, or other activities by owner, by persons acting for owner, or by persons in or around the property at the request or with the consent of the owner.

28. Building Materials. All homes constructed on each lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The ACC will determine if a used material is a "decor" item. In making this determination the ACC will consider whether the material harmonizes with the aesthetic character of the other residences within the subdivision and whether the material would add to the attractive development of the subdivision.

The exterior of all construction of any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within the subdivision. Exterior colors must be approved by the ACC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

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Generally, colors shall be muted earth tones, grays, beiges, and similar shades.

29. Mailboxes. That no lot owner may install a mailbox on a lot. The Declarant has established a mailbox area and that all mailboxes shall be metal and black in color.

30. Square Footage. Minimum square footage requirements:

(a) Single Story Residences. Single story residences shall have a minimum of 1,100 square feet of living space.

(b) Two Story Residences. Two story residences shall contain a minimum of 1,300 square feet of total finished living space.

(c) No dwelling shall contain more than two stories in height.

(d) Garages and Unheated areas. Garages and unheated areas shall not be included in determining square footage.

31. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the properties without the owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Acc as well as a plan check approval as required by this Declaration.

32. Codes. All construction, grading, and all other similar activities conducted on any lot shall conform to the requirements of the State of Washington, Pierce County Uniform Building Codes (mechanical, or plumbing) and any other governmental authority having jurisdiction in force at the commencement of the construction, including the latest revisions thereof. In the event that there is any conflict or discrepancy between the above referenced requirements and any plans, designs, or other activities which may have been

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approved by the ACC, said rules, regulations, and codes shall control.

33. Entry for Inspection. Any agent, officer, or committee member, or Declarants, may at any reasonable predetermined hour upon 24 hours notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across residential lots for the purpose of making and carrying out such inspections.

34. Authority to Adopt Additional Rules and Restrictions. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the Properties, provided such rules and restrictions are consistent with the purposes of the Declaration, and to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members upon request.

XVI. MAINTENANCE AND USE

1. Business and Commercial Use. Except for builders' temporary sales offices, no lot shall be used for other than as a single family dwelling and no trade, craft, business, professional, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on any lot or within any building located on the lot; except as expressly permitted below; nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any lot which is visible from the street or any other lot. That subject to the condition that the zoning code regulating the lots permit and subject to the approval of the board of directors "in home" businesses or enterprises may be conducted subject to such terms and conditions as may be required by the board of directors. That the grant of approval to carry on a "in-home business" shall be limited solely to the owner requesting and being granted such permission and in the event of a sale of any such lot upon

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which permission has been previously granted, the subsequent owner must receive permission and consent to carry on such "in home business" and the initial permission granted herein shall be revoked.

2. Maintenance of Structures and Landscaping. All structures upon a lot at all times shall be maintained in good condition and repair. All trees, hedges, shrubs, flowers and lawns shall be neatly maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. The Association shall be responsible for maintenance of those things required of the Association herein. All other maintenance and repair is the responsibility of the lot owner. If any lot owner is not maintaining his/her property to the extent that it is determined a nuisance by a majority of the Board of Directors of the Association, then the Association shall give notice to the owner setting forth the complaint in detail. If the building or grounds are not then placed in the state of maintenance satisfactory to the ACC within a period of thirty (30) days, the ACC may go upon the property, through its agent or through independent contractors to perform such services and utilize such materials as are necessary to bring the structures and/or grounds into conformance with the general maintenance scheme of the plat. The owner of the property shall be liable for any expenses so incurred by the ACC or the Association and such amounts so incurred shall become a lien upon the property and enforceable as other liens herein.

XVII. INSURANCE REQUIREMENTS

The Association shall maintain if required any insurance or fidelity bond requirements established by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association, except to the extent such coverage is not available or has been waived in writing.

XVIII. DAMAGE OR DESTRUCTION

1. In the event of damage or destruction to all or part of the Common Area, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common

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Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

2. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, given notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least sixty seven percent (67%) of the First Mortgagees (based on one vote for each first mortgage owned) or Owners (if there is not first mortgage on that Lot) of the Lots.

XIX. CONDEMNATION

In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Area, and any balance remaining shall be distributed to the Association.

In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

No proceeds received by the Association as the result of any condemnation shall be distributed to a Lot Owner or to any other party derogation of the rights of the First Mortgagee of any Lot.

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XX. MORTGAGEES' PROTECTION

1. As used in this Declaration: (1) "mortgage" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (2) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (3) "institutional holder" means a mortgage which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

2. The prior written approval of at least 75% of the First Mortgagees (based on one vote for each first mortgage owned) of the individual Lots shall be required for any of the following:

(a) Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Owners Association, including but not limited to, any amendment which would change the pro rata interest or obligation of any individual Owner for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards.

(b) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management (however, this shall not be deemed or construed to require professional management).

(c) Partitioning or subdividing any Lot.

(d) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.

(e) Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof.

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pertaining to the architectural design or the exterior appearance of buildings and other improvements, the maintenance of common property walks or common fences and driveways, or to the upkeep of lawns and plants in the properties.

(f) Any act or omission whereby the Association fails to maintain fire and extended coverage on insurable properties common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

(g) Use of hazard insurance proceeds for losses to any properties common property for other than the repair, replacement or construction of such common property.

3. Each First Mortgagee (as well as each Owner) shall be entitled to timely written notice of:

(a) Any significant damage or destruction to the Common Areas.

(b) Any condemnation or eminent domain proceeding effecting the Common Areas.

(c) Any default under this Declaration or the Article of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Lot subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.

(d) Any proposed abandonment or termination of PUD status of this project.

(e) Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.

4. Each First Mortgagee shall be entitled, upon request, to:

(a) Inspect the books and records of the Association during normal business hours.

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(b) Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

5. First Mortgagees of any lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of policy, for such Common Areas, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

XXI. GENERAL PROVISIONS

1. Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at the time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

2. Enforcement by Court Action. The Association, the Declaration, the ACC, the Homeowner's Association, or any lot owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said

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condition, covenants, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

3. Enforcement by Self Help. The Declarant, the ACC, the Association, or the duly appointed agent of either, may enter upon any lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration. Provided, this provision shall not be construed as a permission to breach the peace.

4. Condition Precedent to Action. Prior to taking action either by court or by self help, written notice shall be given to the offending lot owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such action shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than 30 days.

5. Expenses of Action. The expenses of any corrective action or enforcement of this declaration, if not paid by the offending owner within thirty (30) days after written notice and billing, may be filed as a line upon such lot, enforceable as other liens herein.

7. Owner Objection. Should a lot owner object to the complaints of the Declarant, the Association or ACC in writing within a period of fifteen (15) days after the complaint is made and, further, should the parties not agree on property maintenance or other matters complained of, the matter shall be submitted to arbitration. The arbitration shall be binding upon the parties. If the parties cannot agree upon an arbitrator, each party shall choose one arbitrator and they, in turn, shall choose a third. The arbitration shall be conducted in accordance with the rules of arbitration under the laws of the State of Washington in existence at the time of any such arbitration.

8. Costs and Attorneys Fees. In the event of legal action, the prevailing party shall be entitled to recover actual costs and attorney fees. For the purposes of this declaration "legal action" shall include arbitration, law suit, trial, appeals, and any action, negotiations, demands,

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counseling or otherwise where the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the owner's rights hereunder.

9. Failure to Enforce. No delay or omission on the part of the Declarants or the Owners of other Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarants for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

10. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

11. Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development of RIDGE POINTE.

12. Amendment by Court Action. The Homeowner's Association and/or any lot owner shall have the right to seek amendment by way of a civil suit wherein the basis for the amendment is either (a) governmental requirements; or (b) manifest unfairness due to substantially changed circumstances beyond the control of the lot owner seeking the amendment. In any such court action the court may exercise its equitable powers to grant such relief as is deemed appropriate.

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13. Term. This Declaration shall be effective for an initial term of 30 years, and thereafter by automatic extension for successive periods of 10 years each, unless terminated, at the expiration of the initial term or any succeeding 10 year term by a termination agreement executed by the then owners of not less than 75% of the lots then subject to this Declaration. Any termination agreement must be in writing, signed by the approving owners, and must be recorded with the County Auditor.

14. Amendment by Lot Owners. After 75% of the lots have been sold to others than builders, this Declaration can be amended only by an affirmative vote of the owners of 75% of the lots. Provided, no amendment shall be passed which materially impairs any rights of a lot owner as established herein unless said impacted lot owner consents in writing. Any such amendment must be in writing, signed by the approving lot owners, and recorded with the County Auditor. That until such time as the Declarant and any builders have sold all of the lots, no amendment can be made with respect to Paragraph VI, Subparagraph 12 without the consent of the Declarant.

15. Amendment by Declarant. Notwithstanding any other provision of this Declaration, this Declaration can be amended at any time by the Declarant prior to the time that 75% of the lots have been sold and closed to others than builders. That all lot owners agree to be bound by such amendment or amendments as made by the Declarant pursuant to this provision. Thereafter this Declaration can be amended only as provided for in this Declaration.

16. Prior Approval By FHA/HUD. Regardless of whether or not 75% of the lots have been sold to others than builders, in the event any loan with respect to any lot or building constructed thereon is insured through either the Federal Housing Administration or the Department of Veteran's Affairs or any program sponsored by either agency, then either the FHA or HUD whichever is the insuring agency must give written approval before any of the following actions can be approved by either the Declarant or the lot owners:

- A. Annexation of additional properties.
- B. Dedication of any properties.

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C. Amendment to this Declaration.

16. Notice. Any notice required hereunder shall be deemed effective when personally delivered or three days after mailing by certified and regular mail to the owner of public record at the time of such mailing to such owner's address as it appears on the Pierce County Assessor's tax records and to the street address of the lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender's desire to receive notice, and/or has not given the Association written notice of the lender's address for receipt of notices. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lienholder.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 14 day of November, 1997.

DECLARANT:

C.R.L., INC., A WASHINGTON CORPORATION

By: Carl Wade
Its President, CARL WADE

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

On this 14th day of November, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL WADE, to me known to be the President, respectively, of C.R.L., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free

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and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Jean M. Irby
Printed Name: JEAN M. IRBY
NOTARY PUBLIC in and for the State of
Washington, residing at Guyallup
My commission expires: 5-31-00

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9712230619

9802190257

BK 1450PG2011

After Recording Return to:
Bryce H. Dille
Attorney at Law
317 S. Meridian
Puyallup, WA 98371

98 FEB 19 PM 12:31

RECORDED
CATHY PEARCE-STEVEN
AUDITOR, PIERCE COUNTY, WASH.

AMENDMENT TO DECLARATION OF COVENANTS,
AND RESTRICTIONS OF
RIDGE POINTE

Grantor: C.R.L., Inc., a Washington Corporation

Grantee: Ridge Point

Legal Description (abbreviated): Lots 1 through 32 of the Plat of Ridge Pointe.

Assessor's Tax parcel No. 04-19-17-4-017

Reference Nos.: Declaration of Covenants, Conditions, and Restrictions of Ridge Pointe
9712230649

The Declaration of Covenants, Conditions and Restrictions of Ridge Pointe, which
have previously been recorded under Pierce County Auditor's Recording No. 9712230649,
is hereby amended as follows:

1. The name of the Homeowner's Association referred to in the above referenced
Declaration be and the same is hereby amended to read RIDGE POINTE ESTATES
HOMEOWNERS ASSOCIATION.

2. All the remaining terms and provisions of the Declaration except as expressly
amended above shall remain in full force and effect.

Amendment to Declaration of Covenants,
Conditions and Restrictions
1:DATA\DI\HDM\WAD\RIDGE\Amendment to Declar.206

Page 1

9802190257

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK1450PG2012

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Declaration to be executed this 11 day of February, 1998.

DECLARANT:

C.R.L., INC., a Washington corporation

By: *Carl Wade*
Carl Wade, Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 11th day of February, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl Wade, to me known to be the President of C.R.L., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Jean M. Irely
Printed Name: JEAN M. IRELY
NOTARY PUBLIC in and for the State of
Washington, residing at *Prigallup*
My commission expires: 5-31-00



Amendment to Declaration of Covenants,
Conditions and Restrictions

Page 2

\\DATA\\B\\B\\M\\W\\AD\\BRIDGE\\Amendment to Declar 206

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9802190257

PIERCE COUNTY
9804100487
4-10-1998 12:54 pm
Fee Amt: \$9.00

After Recording Return To:
Carl D. Wade
CRL, INC.
P.O. BOX 1231
Puyallup, WA 98371

AMENDMENT TO THE DECLARATION OF COVENANTS, AND RESTRICTIONS OF
RIDGE POINTE ESTATES

GRANTOR: CRL, INC.

GRANTEE: RIDGE POINTE ESTATES

Legal Description (abbreviated): Lots 1 through 32 of the Plat of
Ridge Pointe Estates

Assessor's Tax parcel No. 04-19-17-4-017

Reference Nos: Declaration of Covenants, Conditions, and Restrictions
Ridge Pointe 9712230649 and Amendment 9802190257

The Declaration of Covenants, Conditions and Restrictions
of Ridge Pointe Estates, which have previously been recorded
under County Auditor's Recording No. 9712230649 and Amended
9802190257, is hereby amended as follows:

1. The name of the initial Board of Directors referred to
in the above referenced Declaration consisting of Carl D. Wade
Janette M. Wade and Dorothy J. McNall, is hereby amended to
read; The Board of Directors for Ridge Pointe Estates Homeowners
Association are: GARY RACCA, President/Secretary and CAROL
HARDESTY, Vice-President/Treasurer.

2. The names of the initial Architectural Control Committee
referred to in the above referenced Declaration consisting of
Carl D. Wade, Janette M. Wade and Dorothy J. McNall, is hereby
amended to read; The Architectural Control Committee for Ridge Pointe
Estates is: GARY RACCA and CAROL HARDESTY.

9804100487

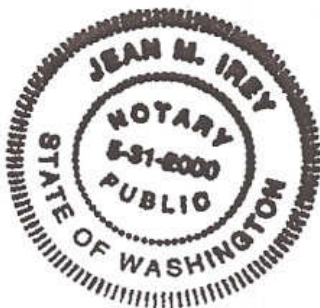
4. All the remaining terms and provisions of the Declaration except as expressly amended above shall remain in full force and effect.

DECLARANT:

BY: Carl D. Wade
Carl D. Wade, Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print Name: JEAN M. IREY
NOTARY PUBLIC in and for the State of
Washington, residing at Bugaway
My commission expires: 5-31-2000

200006090546 2 pg
6-9-2000 02:25pm \$9.00
PIERCE COUNTY, WASHINGTON

After Recording Return To:
Sound Built Homes, Inc.
P.O. Box 7790
Puyallup WA 98373

**AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS OF RIDGE POINTE**

GRANTOR: Sound Built Homes, Inc.

GRANTEE: Ridge Pointe

Legal description (abbreviated) Lots 1 through 32 of the Plat of Ridge Pointe.

Assessor's Tax Parcel No. :04-19-17-4-017

Reference No. : Declaration of Covenants, Conditions, and
Restrictions for Ridge Pointe recorded under
Auditors No. 9712230649

The Declaration of Covenants, Conditions and Restrictions of Ridge Pointe, which have been previously recorded under Pierce County Auditor's No.9712230649 is hereby amended as follows:

1. The name of the initial Board of Directors referred to in the above referenced Declaration consisting of Gary J. Racca, President/Secretary and Caroll Hardesty, Vice-President/Treasurer. is hereby amended to read; The Board of Directors for Ridge Pointe Homeowners Association are Scott Martin,/President Kristin M-Boer, Vice-President and Jason Natario, Secretary/Treasurer.
2. The name of the initial Architectural Control Committee refereed to in the above referenced Declaration consisting of Gary J. Racca and Caroll Hardesty is hereby amended to read; The Architectural Control Committee for Ridge Point is: Scott Martin,

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14027 80th Ave Court east, Kristin Boer, 14008 80th Ave Court East and Jason Ntario, 14125 80th Ave Court East, Puyallup, WA 9837.

3. The place of operation shall be Randy Blank, 21518 82nd Ave Court East, Spanaway, WA 98387. Telephone No. 253-846-3200.
4. All the remaining terms and provisions of the Declaration except as expressly amended above shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this Amendment to the Declaration to be executed this 6th day of June, 2000.

DECLARANT:

Sound Built Homes, Inc.

BY: 

Gary J. Racca


STATE OF WASHINGTON)

)ss

COUNTY OF PIERCE)

On this 6th day of June, 2000, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary J. Racca, to me know to be the President of Sound Built Homes, Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print name: Carol J. Hardesty

Notary Public in and for the State

Of Washington residing at

13922 74th Ave Ct. E. Puyallup

My Commission Expires: 6-1-01



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