

9112200491

Said instrument is being re-recorded to include the Plat of HARBOR RIDGE ESTATES DIVISION IIIA.

91 SEP 13 AM 9:58
RECORDED
BRIAN SONHTAG
AUDITOR PIERCE CO. WASH.

BKU 134 PG 0324

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF

THE PLAT OF HARBOR RIDGE ESTATES

THIS DECLARATION, made on the date hereinafter set forth by Lowe Enterprises Northwest, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tacoma, County of Pierce, State of Washington, which is more particularly described as follows:

The Plat of Harbor Ridge Estates Division III, as recorded under Pierce County Auditor's File No. 9107150232; the Plat of Harbor Ridge Estates Division IIIA, as the Plat of Harbor Ridge Estates Division IV, as recorded under Pierce County Auditor's File No. 9108290101; and, the Plat of Harbor Ridge Estates Division V, as recorded under Pierce County Auditor's File No. 9107150224, situate in the County of Pierce, State of Washington.

WHEREAS, Harbor Ridge Estates is a phased residential development consisting of seven (7) phases, ~~three~~ ^{three (3)} of which have already been subjected to a Declaration of Covenants, Conditions, and Restrictions, copies of which were recorded under Pierce County Auditor's File Nos. 8902140272 (Division I); 9002080046 (Division II); and,

91 DEC 20 PM 3:43

RECORDED
BRIAN SONHTAG
AUDITOR PIERCE CO. WASH.

return to: Lowe Enterprises
2201 6TH AVE. #1300
Seattle, WA 98121
attn: Linda Niebank

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DECLARATION OF
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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tacoma, County of Pierce, State of Washington, which is more particularly described as follows:

The Plat of Harbor Ridge Estates Division III, as recorded under Pierce County Auditor's File No. 9107150232; the Plat of Harbor Ridge Estates Division IIIA, as recorded under Pierce County Auditor's File No. 9108290101; and, the Plat of Harbor Ridge Estates Division V, as recorded under Pierce County Auditor's File No. 9107150224, situate in the County of Pierce, State of Washington.

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is described as follows:

Tracts A, D, E, F, G, H, I, J, K, L, & M. The landscaped islands within the public right-of-way to be located on cul-de-sacs and streets. Street Islands are located on Ridge Drive at Northshore Parkway, Orca Drive at Northshore Parkway, and 52nd Street connector between Harbor Ridge Drive NE and Galleon Drive NE.

Section 3. "Declarant" shall mean and refer to Lowe Enterprises Northwest, Inc., their successors and assigns.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

Section 5. "Developer" shall mean Lowe Enterprises Northwest, Inc., their successors or assigns.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties except the Common Area, the Private Roads, and the Streets or other property dedicated to and accepted by Pierce County.

Section 7. "Member" shall mean every person or entity who holds membership in the Association.

Section 8. "Private Road" shall mean and refer to any road serving two (2) or more Lots shown upon any recorded subdivision map of the properties with the

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exception of publicly dedicated streets, roads, or right-of-ways. These Private Roads shall be designated as "Lanes."

Section 9. "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 a part of the Properties, including contract purchasers.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Real Estate Contract" shall not include an Earnest Money Receipt and Agreement and the terms "Contract Seller" and "Contract Purchaser" shall not include the parties to any such Earnest Money Receipt and Agreement.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to 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 charge reasonable fees for the use of any recreational facility situated upon the Common Areas;

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(b) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid;

(c) 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 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 signed by two-thirds (2/3) of the total membership approving such a dedication or transfer has been recorded; and,

(d) so as to maintain continuity of architectural standards, the Declarant retains the right to approve plans and specifications on all remaining vacant Lots owned by the Declarant.

Section 2. Delegation of Use: Any Owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE III

Membership and Voting Rights

Section 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.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B Member(s) shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever

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occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) on January 1, 1999.

Section 3. Suspension of Membership: During any

period in which a Member shall be in default in the payment of any monthly or special assessment, the voting rights and right to use of the common properties and recreational facilities by such member may be suspended by the Board of Trustees until such assessment has been paid. During the developmental period, the Board of Trustees shall be required to suspend such rights upon the request of the Developer. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed one hundred eighty (180) days, for any and each violation of any rules and regulations established by the Board of Trustees governing the use of the common properties and facilities.

For the purposes of this paragraph, the developmental period shall mean: That period of time as shall be necessary to fully develop each phase of the complete plat of Harbor Ridge Estates.

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ARTICLE IV

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal

Obligation of Assessments: The Declarant, for each improved Lot owned within the Properties, hereby covenants, and each Owner of any Lot by the execution of Real Estate Contract or the acceptance of a deed therefor, 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 assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge 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 attorney's 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.

Section 2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the recreational, health, safety, and welfare of the

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residents in the Properties. Such funds may, without intent to reflect any limitation, be used for the improvement and maintenance of Common Areas, the payment of real property taxes assessed against Common Areas, the payment for insurance and the payment of the general administrative expenses incurred in the management of the Association's business.

Section 3. Maximum Annual Assessment: Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Sixty dollars (\$60.00) per Lot.

(a) From and after January 1st 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 three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

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(c) The Board of Trustees may fix the annual assessment in an amount not in excess of the maximum.

Section 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the prior assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members appearing in person or by proxies entitled to cast sixty percent (60%) of all the votes of the total 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.

Section 6. Uniform Rate of Assessment: 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 unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 7. Dates of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the Common Areas to the Association. As to each particular Lot involved, the liability for the annual assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty

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(30) days in advance of the end of each calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of 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 one percent (1%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Foreclosure of the lien shall be accomplished by use of the procedure applicable in the case of the foreclosure of a mortgage. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 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 (and to the lien of any second mortgage given to secure payment of the

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purchase price) now or hereafter placed on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes: In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot.

Section 11. Subordination of the Lien of Taxes to Mortgage: The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability

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for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility:

Maintenance of the Common Areas and landscaped islands in the cul-de-sacs and streets shall be the responsibility of the Association. The Common Areas shall be maintained as open space in a natural native or landscaped condition. The construction of tennis courts, swimming pool, playground equipment, and the amenities commonly used in a park, may be permitted after approval by the Board of Trustees of the Association. In no event shall the Developer have any responsibility to provide these amenities. Trees, shrubs, plants, soil and natural growth shall not be unnecessarily disturbed.

Section 13. Maintenance of Utilities on Private

Property: The Association shall perform or contract for the performance of maintenance of the storm drainage lines which are located on privately owned Lots. These storm lines are private systems for the roof drains of residences constructed on Lots within Harbor Ridge Estates. The Association shall provide for the maintenance of the storm sewer lines on these Lots from the point of origin to the point where such lines join the publicly maintained storm

drain line, and such maintenance shall be assessed to Owners as provided below in Section 14 of this Article.

Section 14. Assessment for Repairs to Private Storm Drain Lines: Following any repair or maintenance of any storm sewer service line pursuant to Section 13 above, the Association shall assess each residence benefiting (as hereinafter defined) from such repair or maintenance its pro rata share of the total cost of such repair or maintenance. A residence shall be deemed to have benefited from the repair or maintenance of any storm sewer service line if storm water flowing from the residence located on such Lot flows through all or any portion of the area of the storm sewer service line being repaired or maintained on route to the point where the private storm sewer service line joins the public storm sewer service line. The share of the costs of any repairs or maintenance shall be shared equally by all residences benefiting from such repairs as herein defined.

Following the completion of any repairs or maintenance to any storm sewer service line, the Board of Trustees of the Association shall determine the amount to be assessed to each residence benefiting from the repairs or maintenance pursuant to the formula set forth hereinabove, and shall mail to the Owner of each residence being assessed, a notice of the amount of the assessment. Such assessments shall be

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due and payable not later than thirty (30) days from the date of the notice of the assessment by the Board of Trustees.

Section 15. Maintenance of Private Roads: The Association shall perform or contract for the performance of maintenance of private roads which serve as access for two (2) or more Lots. These Private Roads shall be designated as Lanes and serve the residences which take access off them on Lots within Harbor Ridge Estates. The Association shall provide for the maintenance of the Lanes from the point of origin to the point where such Lanes join the publicly maintained road, and such maintenance shall be assessed to Owners as provided below in Section 16.

Section 16. Assessment for Repairs to Private Roads (Lanes): Following any repair or maintenance of any Private Road (Lane) pursuant to Section 15 above, the Association shall assess each residence benefiting (as hereinafter defined) from such repair or maintenance its pro rata share of the total cost of such repair or maintenance. A residence shall be deemed to have benefited from the repair or maintenance of a Private Road (Lane) if the residence takes access from the Lane. The share of the costs of any repairs or maintenance shall be shared equally by all residences benefiting from such repairs as herein defined.

Following the completion of any repairs or maintenance to any Private Road (Lane), the Board of Trustees of the Association shall determine the amount to be assessed to each residence benefiting from the repairs or maintenance pursuant to the formula set forth hereinabove, and shall mail to the Owner of each residence being assessed, a notice of the amount of the assessment. Such assessments shall be due and payable not later than thirty (30) days from the date of the notice of the assessment by the Board of Trustees.

Section 17. The assessments described in Section 14 and 16 of this Article shall constitute liens against the affected property(s) along with the costs and attorney's fees incurred through collection.

ARTICLE V

Declaration of Protective Covenants

Section 1. Architectural Control Committee:

"A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in this Declaration. The Association shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members, who need not be Members of the Association. The members of the A.C.C. shall serve without compensation. !!!

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A. Membership: The initial Architectural Control Committee for Harbor Ridge Estates is composed as follows:

Patrick O. Lennon
Linda S. Niebanck
Robert Baldwin
Lowe Enterprises, Northwest, Inc.
2201 6th Avenue, Suite 1300
Seattle, Washington 98121

The Committee may designate a representative to act for it. In the event of retirement, death, or resignation, of any member, replacement members of the A.C.C. shall be appointed by and serve at the pleasure of the Trustees of the Association.

The A.C.C. shall have the authority to adopt written guidelines to be applied in its review of plans and specifications. If such guidelines are adopted, they shall be available to all Owners upon request.

B. Procedure: The A.C.C.'s approval or disapproval as required in these covenants, shall be in writing. As a condition of approval, the A.C.C. may require a builder to deposit funds to insure repair of any curbs, sidewalks, streets, or utilities damaged by such construction. In the event the A.C.C. or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to

have been fully complied with. However, square footage as defined in Article V, Section 22, will be a requirement whether plans have or have not been approved.

Section 2. Property Subject to this Declaration:

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Pierce County, Washington, known as the Plat of Harbor Ridge Estates Divisions III, ^{IIIA.} IV, and V, as the same appears on the Plats recorded Auditor's File Nos. 9012040297, 9107150232, 9108290102, and 9107150224, respectively, records of Pierce County, Washington.

Section 3. General Provisions: The provisions of

this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant(s) and each Owner or contract purchaser of a Lot or building site subject to said covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violation and/or to recover damages, and failure of the Declarant(s), the Architectural Control Committee, or any Owner or contract purchaser to enforce any covenant or restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so

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thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

Section 4. Building Restrictions: No dwelling shall be constructed or permitted upon a Lot other than one attached single family dwelling for a single family occupancy only, not to exceed two (2) stories in height above the finished grade. Height restrictions do not relate to view as that item is solely up to the Architectural Control Committee.

Section 5. Building Limits: All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.

No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any Residential Lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.

Section 6. Yard Requirements: All structures erected shall conform with the regulations of the City of Tacoma relative to front yard, side yard, and rear Lot setbacks. No shrubbery, fences or earthwork exceeding 24 inches in height shall be permitted on that portion of the Lot defined by a line drawn perpendicular to the intersection of the street side yard setback lines so as to

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provide adequate sight distances for vehicles approaching the street intersection joined by the corner Lot.

Section 7. Approval of Plans by Architectural Control Committee: All buildings and structures, including concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the Property shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C. All plans and specifications for approval by the A.C.C. must be submitted at least thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C. One complete set of said plans and specifications shall be in each case delivered to and permanently left with

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the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house-builder approved by the A.C.C.

As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the affect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which in the A.C.C.'s opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations. The A.C.C. shall have the authority to adopt written guidelines to be applied in its review of plans and specifications. If such guidelines are adopted, they shall be available to all Owners upon request, and shall be given effect as though

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fully incorporated herein as part of these building restrictions.

No building, fence, hedge, boundary wall, dog run, or other structure (including basket ball hoops, tether ball poles, sports courts or the like) shall be erected, placed or altered on any Lot until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the Lot, and as to location of the building with respect to topography, finish grade elevation and building set-back restrictions. The A.C.C. may also require that a soils report, prepared by a licensed engineer, be prepared and submitted in connection with any request for approval under this Article. The property Owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing decision of the A.C.C.

Section 8. Prosecution of Construction Work: Any dwelling or structure erected or placed on any Lot in this subdivision shall be completed as to external appearance, including finished painting, within nine (9) months after date of commencement of construction and shall be connected

to an acceptable sewage disposal facility. For good cause shown, the A.C.C. may extend this term.

Section 9. Landscaping: All front yards and landscaping must be completed within two (2) months from the date of completion of the building or structure constructed thereon or prior to occupancy, whichever shall occur first. Each Lot shall have planted in the mow strip between the sidewalk and curb a minimum of one (1) Sycamore Maple (acu Pseudoplatanus) street tree. In the event additional trees are planted, a 30 foot spacing between trees shall be maintained. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the A.C.C.

Any extension of the landscaping provision shall be accompanied by an appropriate security deposit, which shall be placed in an interest bearing trust account to insure completion. The appropriate security shall be as determined by the A.C.C. In the event that landscaping is not completed within the time specified, the A.C.C. may arrange to have the work completed.

Section 10. Easements: Easements for installation and maintenance of utilities and drainage are hereby reserved on each Lot as shown on the final approved plat of Harbor Ridge Estates.

Section 11. Noxious Use of Property:

A. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any Lot, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any Lot or on any street within the existing property, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

B. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any Lot or public street.

C. No trailer, camper, basement, tent/ shack, garage, barn, or other outbuildings or temporary structures erected or situated within a Lot, shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until

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it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.

D. The streets in front of the Lots shall not be used for the overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any kind or nature. No boat, boat-trailers, house-trailers, camper-automobiles, trucks, or other vehicles or any part thereof shall be stored or permitted to remain on any Lot unless the same is stored or placed in a garage, or in a space approved by the A.C.C.

E. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.

F. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be

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permitted upon or in any Lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

G. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system as installed shall be obtained from such authority.

H. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system shall be obtained from such authority.

Section 12. Fences and Hedges: All fences, hedges, or boundary walls situated anywhere upon any Lot must be approved in writing by the A.C.C. as to its height and design prior to installation. Fences shall be aesthetically pleasing in design and shall not detract from the Lots or the area in general. Fences may, at the option of the Owner, be installed on the side and rear property lines.

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The A.C.C. shall have the authority to adopt fencing guidelines to be applied in its review of fencing plans and specifications. If such guidelines are adopted, they shall be available to all Owners upon request, and shall be given effect as though fully incorporated herein as part of the building restrictions. The material shall be wood, masonry, or a combination of the two. Perimeter fences are defined as those fences which are constructed along the exterior boundary line of the plat of Harbor Ridge Estates, all dedicated open space tracts and those which abut a public roadway such fences shall be constructed in the same style using the same quality materials and construction techniques as perimeter fences within Division I (i.e. fences along Northshore Parkway). Fences may be erected on concrete retaining walls where required. However, the concrete retaining walls exceeding a height of two feet above the surrounding grade shall have architectural treatment. Chain link fences are not acceptable. Fencing front yards shall not be permitted other than minor landscaping structures as approved by the A.C.C. (not to exceed 36 inches in height with design and material to be approved in writing by the A.C.C. prior to construction). No trees shall be removed by the property owners or the Association from the Common Areas without permission of the A.C.C. The A.C.C. shall have the

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right to replace any tree or trees removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 13. Animals: 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.

Section 14. Mail Boxes: All mail boxes must be of a standard designated by the U.S. Postal Authorities, and must be located in those areas so designed by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 15. Garbage Cans and Refuse Disposal: Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

Section 16. Signs: No sign of any kind shall be displayed unless written approval is received from the A.C.C., including a real estate "For Sale" or "For Rent" sign. The maximum size of all signs shall be two feet by three feet.

Section 17. Clothes Lines: No exterior lines shall be allowed that can be seen from any street.

Section 18. Antennae: Exterior television and radio antennae shall be allowed only until cable is available throughout the Property. Thereafter, no exterior antennae whatsoever shall be permitted including satellite dish antennae.

Section 19. Roofing Materials: Shake, cedar shingle or tile roofs are preferred.

Section 20. Driveways: All driveways shall be paved with Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage. A finish of exposed aggregate or incorporating a geometrical design is preferred.

Section 21. Sidewalks or Walkways: Sidewalks and walkways located between the public sidewalk and the residence shall be constructed of Portland cement, with exposed aggregate preferred.

Section 22. Front Porches: Front porches and their approaches shall be constructed of Portland cement, exposed aggregate finish preferred, whenever the house design calls for a concrete porch.

Section 23. Square Footage Minimums: Square footage for houses to be built shall be as follows:

A. All Ramblers to have a minimum of 1600 square feet of floor area, exclusive of porches and garage.

B. All Tri-levels shall have a minimum of 1900 square feet of floor area, exclusive of porches and garage.

C. All Two-story houses above dirt grade at house location shall have a minimum of 1850 square feet of floor area, exclusive of porches and garage.

D. All Rambler-basement houses shall have a minimum of 1500 square feet on the main floor, exclusive of porches and garage, and a minimum total of 2400 square feet, exclusive of porches and garage.

E. All Split-level entry houses shall have a minimum of 1350 square feet on the main floor, exclusive of porches and garage, and a minimum total of 1900 square feet, exclusive of porches and garage.

ARTICLE VI

General Provisions

Section 1. Applicability: These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after

which time said Covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. Court may award attorney's fees to the Association or other prevailing parties against any person found to be in violation hereof. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(a) If any Owner fails to maintain any Lot in accordance with these Declarations, the A.C.C. and/or the Declarant may take such action as may be necessary to bring the Property into conformity with this Declaration. Without limiting the foregoing, the A.C.C. and/or the Declarant, its agents, and employees shall be authorized to enter upon the Lots to make repairs and maintenance at reasonable times and to charge the owner for the cost of making any maintenance

or repairs necessary to place the Lot in conformity with this Declaration. Before any repairs or maintenance are made by the A.C.C. and/or the Declarant, its agents, or employees, notice of the proposed action shall be personally delivered or sent by certified mail, return receipt requested, to the Owner of the deficiencies and giving the owner at least ten (10) calendar days to cure the deficiencies. If the deficiencies are not remedied within ten (10) days, the A.C.C. may make the repairs and maintenance and the cost of such repairs and maintenance shall constitute a personal obligation of the Owner as well as a lien against the Lot upon which the work was performed, prior to all other liens, except only (i) tax liens, and (ii) all sums unpaid on all mortgages or record against such Lot. Such lien may be foreclosed by a suit by the A.C.C. and/or the Declarant in like manner as a mortgage or real property.

UNIVERSITY MICROFILMS

(b) The A.C.C. and/or the Declarant or any Owner or contract purchaser of a Lot shall have the right to enforce these covenants, conditions and restrictions by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction, to restrain violation, to require specific performance and/or to recover damages, and against the land

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to enforce any lien created herein. The failure of the A.C.C. and/or the Declarant or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability: Invalidation of any one of these covenants of restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Architectural Control: So as to maintain continuity of architectural standards, the Declarant retains the right to approve plans and specifications on all remaining vacant Lots owned by the Declarant.

Section 5. 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 the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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IN WITNESS WHEREOF, the undersigned, being the Declarants herein, and the owners of all lots located within Harbor Ridge Estates Divisions III, IV, and V, have hereunto set their hands and seals this 10th day of September, 1991.

LOWE ENTERPRISES NORTHWEST, INC.

By Patrick O. Lennon

Robert Pan
Robert Pan

Grace Pan
Grace Pan
Owners of Lot 11, Division V

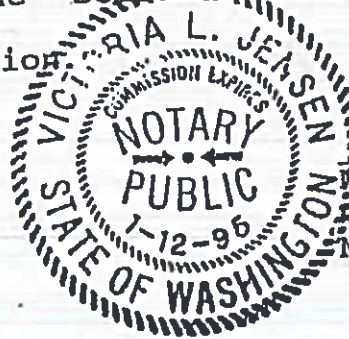
STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 10th day of September, 1991, before me, a Notary Public in and for the State of Washington, personally appeared to me Patrick O. Lennon known to be the President of LOWE ENTERPRISES NORTHWEST, INC., and who acknowledged that he is authorized to sign the above and foregoing Declaration of Covenants, Conditions and Restrictions of the Plat of Harbor Ridge

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Estates Division for, and on behalf of said corporation and that the seal affixed hereto is the seal of said corporation



Victoria L. Jensen
Notary Public in And For the State of Washington, residing at Seattle
My commission expires: 1-12-96.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me ROBERT PAN AND GRACE PAN, husband and wife, and owners of Lot 11, Division V, known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Melanie K. Tucker
Notary Public in And For the State of Washington, residing at Port Orchard
My commission expires: 11-6-93.

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BK 0944 PG 1798

RECORDING RETURN TO:

Patrick U. Lennon
Lowe Enterprises Northwest, Inc.
One Union Square
600 University Street, Suite 2000
Seattle, WA 98101

93 OCT 18 AM 9:45

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
PLAT OF HARBOR RIDGE ESTATES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PLAT OF HARBOR RIDGE ESTATES is made on the 29 day of September 1993, by LOWE ENTERPRISES NORTHWEST, INC., a Washington corporation, and HARBOR RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, amending the Declaration of Covenants, Conditions, and Restrictions of the Plat of Harbor Ridge Estates, recorded under Pierce County Auditor's File No. 9109130093 and re-recorded under Pierce County Auditor File No. 9112200491 (the "Declaration"). This instrument was approved by a vote of ninety percent (90%) of the lot owners, whose signature are attached hereto to Exhibit "A".

Article IV, Covenants for Maintenance Assessment, Section 3, Maximum Annual Assessment, is hereby amended to read as follows:

Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall not exceed sixty dollars (\$60.00) per lot.

(a) From and after January 1st 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 six percent (6%) above the maximum assessment for the pervious year without a vote of the membership;

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above six percent (6%) by a vote of two-thirds of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose;

(c) The Board of Trustees may fix the annual assessment in an amount not in excess of the maximum.

The following information was obtained from a confidential source who has provided reliable information in the past. It is being furnished to you for your information only. It is not to be disseminated outside your office.

On 12/15/68, the source advised that [redacted] had been observed at [redacted] on 12/14/68. The source stated that [redacted] appeared to be in a state of [redacted].

It is noted that [redacted] has been observed at [redacted] on several occasions in the past. The source stated that [redacted] appears to be in a state of [redacted].

The source stated that [redacted] has been observed at [redacted] on several occasions in the past. The source stated that [redacted] appears to be in a state of [redacted].

It is noted that [redacted] has been observed at [redacted] on several occasions in the past. The source stated that [redacted] appears to be in a state of [redacted].

The source stated that [redacted] has been observed at [redacted] on several occasions in the past. The source stated that [redacted] appears to be in a state of [redacted].


Article V, Declaration of Protective Covenants, Section 9, Landscaping, is hereby amended to read as follows:

All front yards and landscaping must be completed within two months from the date of completion of the building or structure constructed thereon or prior to occupancy, whichever shall occur first. Each Lot shall have planted in the most strip between the sidewalk and the curb a minimum of one Armstrong Maple (ACU RUBRUM) street tree. In the event additional trees are planted, 30-foot spacing between trees shall be maintained. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the ACC.

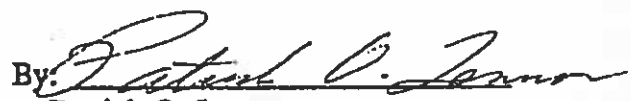
Any extension of the landscaping provision shall be accompanied by an appropriate security deposit, which shall be placed in an interest bearing trust account to insure completion. The appropriate security shall be as determined by the ACC. In the event that landscaping is not completed within the time specified, the ACC may arrange to have the work completed.

DATED this 29 day of SEPTEMBER, 1993.

LOWE ENTERPRISES NORTHWEST,
INC., a Washington corporation

By: 
Patrick O. Lennon
Its President

HARBOR RIDGE ESTATES
HOMEOWNERS ASSOCIATION, a
Washington nonprofit corporation

By: 
Patrick O. Lennon
Its President

1970

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1984

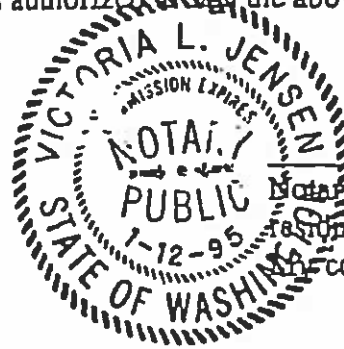
1985

1986

1987

STATE OF WASHINGTON)
) ss.
County of King)

On this 29th day of September, 1993, before me, a Notary Public in and for the State of Washington, personally appeared PATRICK O. LENNON, to me known to be the President of LOWE ENTERPRISES NORTHWEST, INC., and who acknowledged that he is authorized to sign the above and foregoing document on behalf of said corporation.



Victoria Jensen
Notary Public in and for the State of Washington
residing at Kirkland
My Commission Expires: 1-12-95

STATE OF WASHINGTON)
) ss.
County of King)

On this 29th day of September, 1993, before me, a Notary Public in and for the State of Washington, personally appeared PATRICK O. LENNON, to me known to be the President of HARBOR RIDGE ESTATES HOMEOWNERS ASSOCIATION, and who acknowledged that he is authorized to sign the above and foregoing document on behalf of said corporation.

Victoria Jensen
Notary Public in and for the State of Washington,
residing at Kirkland
My Commission Expires: 1-12-95



The following information is being provided to you for your information only. It is not intended to be used as a substitute for professional advice. The information is based on the information provided to us by the client and is subject to change without notice.



We have reviewed the information provided to us and have found it to be consistent with the information provided to us by the client. We have not conducted an independent audit of the information provided to us.



109 LOTS OWNED BY NORTHWEST ENTERPRISES
As Of November 09, 1992

Division IIA - Lots:

1
2
20
27

Division IIIA - Lots:

1
7
8
9
10

Division III - Lots:

1 39 70
2 40 71
3 41 72
4 42
5 43
6 45
7 46
8 48
9 51
10 52
13 53
14 54
15 55
16 57
17 58
21 59
22 60
24 61
29 62
30 63
31 64
32 65
34 66
35 67
37 68
38 69

Division IV - Lots:

2
3
4
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7
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19
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22
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26
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Division V - Lots:

21 49
22 50
23 51
24 52
25 53
31 55
32 56
33 57
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Resolution 92-2

**A Resolution Setting the Annual Dues for 1993
and Establishing the Maximum
Annual Assessment Increase at 6%**

WHEREAS, the Steering Committee of Harbor Ridge Estates Homeowners Association and Lowe Enterprises Northwest together have prepared a long range budget of the Harbor Ridge Estates Homeowners Association for 1993 - 1998, estimating the costs of the on-going maintenance of the Common Areas and general operation of the Homeowners Association of Harbor Ridge Estates, including establishment of a Reserve Fund; and,

WHEREAS, the Steering Committee recommended and Lowe Enterprises Northwest supported an increase in the annual dues for 1993 from \$60.81 to \$136.00, and a change in the maximum annual assessment increase as provided in Article IV, Section 3 (a) and (b) from 3% to 6%, in order to meet future projected expenses; and,

WHEREAS, Article VI, Section 5 of the Covenants, Conditions and Restrictions (CC&R's) of the Plat of Harbor Ridge Estates provides that the CC&R's may be amended during the first twenty (20) years by signature of not less than 90% of the Lot Owners; and,

WHEREAS, Lowe Enterprises Northwest, together with the members of the Homeowners Association at the annual meeting on November 9th, 1992, constituted 90% of the Lot Owners and agreed by vote and signature at the meeting;

NOW, therefore, be it resolved by the Board of Trustees of the Harbor Ridge Estates Homeowners Association:

Section 1. 1993 Annual Assessment. The annual assessment for 1993 shall be one hundred thirty-six dollars (\$136.00).

Section 2. Maximum Annual Assessment Increase. The maximum annual assessment may be increased each year not more than 6% above the maximum assessment of the previous year without a vote of the membership.

Harbor Ridge Estates Homeowners Association
Resolution 92-2
Page 2

Dated this Nov 10 day of _____, 1992.

Board of Directors:

Patrick O. Linnor
President

Linda Sheehan
Vice President

Ruth Peregrine
Secretary-Treasurer

Resolution 92-1

**A Resolution Changing the Type of Tree
Required to be Installed
at Each House at
Harbor Ridge Estates**

WHEREAS, Article V, Section 9 of the Covenants, Conditions and Restrictions (CC&R's), of the Plat of Harbor Ridge Estates requires that each lot shall have planted in the mow strip between the curb and the sidewalk one (1) Sycamore Maple; and

WHEREAS, the Board of Trustees of the Harbor Ridge Estates Homeowners Association has determined that, because of the shape and color of the tree, this species is not desirable; and,

WHEREAS, the Board of Trustees has researched other species of trees, considering their shape, color, potential size and suitability for use as a street tree at Harbor Ridge; and,

WHEREAS, The Board of Trustees has determined that the preferred tree is an Armstrong Maple which is a rapidly growing, very narrow tree with bright red foliage in the fall, drought tolerant, and with minimal impact on views.

NOW, therefore, be it resolved by the Board of Trustees of the Harbor Ridge Estates Homeowners Association:

Section 1. Article V, Section 9 of the CC&R's is amended to read: " Each lot shall have planted in the mow strip between the sidewalk and the curb a minimum of one (1) Armstrong Maple street tree."

Dated this 10 day of Nov., 1992.

Board of Directors:

Robert O. Lamm
President

Indo Thebanick
Vice President

Ruth Bergman
Secretary-Treasurer

Harbor Ridge

