

**MAINTENANCE AND PROTECTIVE COVENANTS  
POINT RICHMOND RIDGE**

1. **DECLARATION.** Point Richmond Investors, Inc., a Washington corporation, as owner of the real property described in paragraph 2 of this instrument, and in anticipation of approval of the final residential subdivision plat thereof, to be known as Point Richmond Ridge, and the subsequent development, marketing and use of lots and tracts comprising the same, acting pursuant to a general plan for the benefit of future owners and occupants of lots therein, and to assure that commonly owned roads and facilities serving the lots and future residences are adequately maintained, **declare** and **impose** these maintenance and protective covenants, the same to apply to the residential subdivision of Point Richmond Ridge and to the owners and occupants of lots therein.

2. **APPLICABILITY.** This instrument, and the covenants imposed by it, apply to real property in Pierce County, Washington, the legal description of which, following final plat approval and recording, shall be Point Richmond Ridge; and the present legal description of which is:

PARCEL A:

The southwest quarter of the northeast quarter of Section 21, Township 22 North, Range 2 East, W.M.; EXCEPT: A strip of land 60' in width commencing at the northeast corner of the southwest quarter of the northeast quarter of said Section 21; thence south along the east line of said property 600'; thence west 60'; then north 600'; thence east 60' to the point of beginning; and EXCEPT the north 30' thereof; and EXCEPT 14<sup>th</sup> Avenue N.W. (Hallstrom County Road).

PARCEL B:

That portion of the west half of the southeast quarter of Section 21, Township 22 North, Range 2 East, W.M., lying north of Hallstrom Drive N.W. (Hallstrom County Road).

3. **DEFINITIONS.** As used in this instrument, the following words and terms have the following meanings:

- a. "ACC": The Point Richmond Ridge Architectural Control Committee;
- b. "Association": Point Richmond Ridge Homeowners Association, a Washington nonprofit corporation;
- c. "Board": The Association's Board of Directors;
- d. "Common Areas": All tracts identified on the final plat of Point Richmond Ridge as areas reserved for common use of occupants of the subdivision, including, without limitation, tracts identified for private road and utility uses and tracts identified for park or playground use or reserved as open space;
- e. "Owner": A person vested with a present possessory interest in one or more residential lots within Point Richmond Ridge;
- f. "Point Richmond Ridge": The residential subdivision within Pierce County, Washington identified by the final plat bearing the name "Point Richmond Ridge."

4. **PURPOSE.** The purpose of these Covenants is to secure and protect future Owners, and their investments in Point Richmond Ridge lots and improvements, in accord with the common plan expressed by this instrument.

5. **NATURE and SCOPE.** These Covenants shall run with the land and be binding on all persons, natural and corporate, holding any proprietary right or possessory interest in, or in lawful occupancy of, any lot or lots within Point Richmond Ridge.

6. **DURATION.** Covenants pertaining to maintenance of common areas are of perpetual duration. Covenants governing use of, and structures and activities on, lots within Point Richmond Ridge, shall expire twenty five years following the date of this instrument's recording in the office of the Pierce County Auditor, unless extended by an instrument which is executed by Owners of at least forty two Point

Richmond Ridge lots and which is recorded in the same office prior to the lapse of the initial twenty five year period.

7. COVENANT GOVERNING COMMON AREA MAINTENANCE. To assure continuous, permanent and adequate provision of maintenance for the private road system serving, and all other common areas within, Point Richmond Ridge, every Owner shall at all times maintain good standing as a member of the Association; and shall pay before delinquent every assessment imposed on the Owner's lot(s) by the Board. The Association's Articles of Incorporation, filed January 14, 1997 in the office of the Washington State Secretary of State, are incorporated in this Covenant by reference.

8. COVENANTS GOVERNING USE. Common areas shall only be used for purposes directed by the Board, consistently with limitations imposed by public authority. No lot within Point Richmond Ridge shall be used for any purpose other than single family residential use or use made by public authority incident to the subdivision's residential character.

9. COVENANTS GOVERNING LOT IMPROVEMENTS. The initial construction, reconstruction, renovation or replacement of dwellings and accessory structures on lots within Point Richmond Ridge shall conform with these standards:

a. All construction shall comply with applicable land use and building regulations and codes of local governing authorities; and pursuant to permits duly issued thereunder;

b. The total square footage, useful for living areas, and excluding open porches and garages, of each single family dwelling, shall be not less than 1,700 square feet. Each dwelling shall be "stick built" and constructed on site. No manufactured home, or single or double wide mobile home, shall be moved upon, or placed or erected on, any lot;

c. The work of constructing, reconstructing or renovating a dwelling or any accessory building or structure shall be prosecuted diligently and continuously from commencement through full completion. All new structures shall be completed as to external appearance, including finish painting, within eight months from the date of commencement of construction.

d. Front landscaping for each new dwelling shall be completed within ninety days following the first framing inspection;

e. Driveways shall be hard-surfaced, using concrete, brick, paver tile or materials of equal or superior aesthetic value. Construction of driveways shall be completed prior to final building inspection;

f. Siding on all sides of dwellings shall be vertical or horizontal cedar or material of similar appearance; the substitution of brick, or partial brick, shall be allowed;

g. Fences shall be of cedar or comparable wood, six feet in height. Fences may be erected on side property lines, but front fences shall be set back from the abutting road a distance at least equivalent to the building setback line;

h. No construction, planting or maintenance of landscaping shall occur in such a way as to damage or unreasonably interfere with installation or maintenance of any utilities for which easements have been granted or reserved;

i. Reception antennas and disks shall be screened from view by neighbors and by users of abutting roads;

j. Exterior lighting shall not be maintained in a way which interferes with comfortable use and enjoyment of adjacent or nearby properties;

k. Pending initial sale of all lots and dwellings signs may be placed and maintained which advertise the subdivision; lots; dwellings; and/or firms constructing dwellings, all at the discretion of, but only with the advance express consent of, the developer. Thereafter, any Owner may place and maintain a sign, not exceeding 400 square inches, advertising a lot or dwelling for sale or rent. No other signs shall be allowed, except political signs posted prior to elections (and promptly removed thereafter) and except any signs publishing notices as required by law.

10. COVENANTS GOVERNING ACTIIVITES. Activities occurring within Point Richmond Ridge shall comply with these limitations and standards:

a. Yards shall be maintained in good and sightly condition. Garbage, waste and rubbish shall not be allowed to accumulate, but shall be kept in sanitary containers, maintained out of sight of neighbors and users of abutting roads except on collection days;

b. Disabled vehicles, vehicle hulks, commercial vehicles, h horse trailers, truckers (larger than a single axle pick-up truck), campers, mobile homes, motor homes, boats and boat trailers shall be stored within garages or otherwise screened from view by neighbors and users of abutting roads;

c. An Owner may keep dogs and/or cats, not exceeding three in number, as pets, but shall not keep them for breeding or any commercial use. No livestock or other large animals shall be kept. Dog runs shall be screened from view. Dogs shall not be kept which by excessive barking disrupt any person's peaceable and comfortable use of his or her property.

11. PRACTICAL CLARIFICATION. The ACC is vested with authority to issue written clarifications of any provisions of these Covenants which prove ambiguous or uncertain in practical application; and to advise Owners respecting the application of any of these Covenants to uses, improvements or activities not expressly mentioned in this instrument but arising or available as a consequence of future invention or technological developments. In issuing any clarifications or advice the ACC shall take care to assure the continuing integrity of these Covenants in serving the purposes identified herein. Any clarification or advisory opinion of the ACC issued pursuant to this authorization, and such processes as the Board or ACC may adopt for issuing the same, shall be binding on all Owners.

12. ACC. There is hereby established the Point Richmond Ridge Architectural Control Committee. Its initial members shall be D. Ren Martin and such persons as he may designate, and shall serve until fifty dwellings within Point Richmond Ridge are occupied by their initial Owners. Thereafter, the Board shall appoint from among Owners such additional members of the ACC as the Board deems appropriate, and the persons appointed shall succeed the initial ACC members. The Board shall adopt and implement an orderly process for maintaining the ACC's membership, by the filling of vacancies as they occur, fixing terms, and such other means as the Board deems appropriate. In no event shall ACC membership exceed seven persons at any time.

No dwelling or accessory structure shall be constructed or placed, nor shall construction of the same begin, on any Point Richmond Ridge lot, without prior approval of the ACC.

The ACC shall designate one of its members as its secretary. An applicant for plan review shall submit to the ACC secretary one complete set of proposed construction plans and specifications, in sufficient detail to allow the ACC to fairly and fully evaluate the projected appearance, location on the site, design and construction features, and quality, of the proposed dwelling or other structure. The ACC secretary shall not acknowledge receipt of proposed plans and specifications until the set provided is sufficiently clear and detailed to allow the ACC to fully and fairly evaluate the proposal. Following filing, the ACC secretary shall arrange for ACC review. Review shall occur when a majority of the ACC's members have examined the plans and specifications. ACC members may conduct their examination informally, and may but need not conduct one or more meetings with the applicant or applicant's representative; nor need the ACC give formal notice of its examination process to any person or entity. Applicants shall nonetheless be afforded reasonable opportunity to conform plans and specifications to requirements which the ACC, following review, determines must be met to render the plans and specifications acceptable. In evaluating proposals the ACC shall be mindful of the specific requirements of these Covenants and of the need for reasonable compatibility of design and construction materials and

standards within Point Richmond Ridge, so as to assure reasonable protection of the values of all affected properties.

The ACC shall endeavor to approve or deny proposals within thirty days following the filing of applications with the ACC secretary. Decisions of the ACC to approve or deny proposals shall be furnished the proponent in writing. If the ACC fails to respond with its written approval or denial within thirty days following filing of a proposal with the ACC secretary (or within such extended period as is consented to, in writing, by the proponent) the plans and specifications shall be deemed approved as submitted.

The ACC may, following processes adopted by it, grant variances from the strict application of any Covenant, when exceptional circumstances would result in unnecessary hardship were the Covenant strictly enforced. Applications for variances shall be in writing, and filed with the ACC secretary, who shall schedule a meeting to review the application and who shall notify all ACC members thereof. No variance shall be granted except at a meeting attended by a quorum of ACC members, nor by a vote of less than a majority of ACC members in attendance at such meeting. The secretary shall assure that notice of the time, place and purpose of the meeting is sent by regular mail or is delivered to Owners of lots or dwellings which may be affected by any proposed variance, at least ten calendar days before the meeting is conducted. Following its receipt of such information as the applicant and any interested persons may furnish, the ACC shall grant, grant in part or deny the requested variance, taking account of the consequences of its action to all affected properties and also taking account of the need to maintain the integrity of these Covenants.

13. ENFORCEMENT. Any Covenant may be enforced in an action commenced in the Superior Court of the State of Washington for Pierce County by and Owner, the Board or the ACC. The prevailing party in any such action shall be entitled to recover costs of suit, including reasonable attorneys fees.

In addition, the ACC shall have the following authority in relations to Covenant enforcement.

The ACC may investigate apparent violations and inquire into complaints thereof. If in the ACC's judgment there is apparent noncompliance with any Covenant, for this correction of which no judicial enforcement process is pending, the ACC shall notify the responsible Owner(s) and afford a reasonable period of time in which to restore compliance. If the responsible Owner(s) neglects curing the noncomplying condition the ACC may, in its discretion, pursue judicial enforcement or correct the condition by bringing it into Covenant compliance or both. If the ACC arranges for correction of the condition the Association may recover from the responsible Owner(s) full reimbursement of expenses incurred and costs of collecting that reimbursement, including reasonable attorneys fees. PROVIDED: The ACC's authority to pursue nonjudicial means for correcting a condition which violates one or more Covenants shall not preclude any person with standing from commencing and prosecuting through conclusion a judicial enforcement action.

DECLARED THIS 13<sup>th</sup> DAY OF JANUARY, 1997:

POINT RICHMOND INVESTORS, INC.

By: D. REN MARTIN, President.