

**Point Richmond Ridge Homeowners' Association
Board of Directors Resolution**

**Clarifications and Interpretations of the Governing Documents
Adopted 1 February 2020**

This resolution is adopted to clarify and provide an interpretation of the intent of specific clauses in the Point Richmond Ridge Homeowners' Association (PRR HOA) Articles of Incorporation (Articles) and the Maintenance and Protective Covenants (M&PCs or Covenants). This resolution shall not change the intent of any provisions in these documents and, therefore, does not require membership approval.

Articles of Incorporation (dated January 14, 1997)

- Article 4: The subsequent registered office and agent for the Corporation shall be as identified and reported in the annual filing with the State of Washington.
- Article 12a: The word "ration" is intended to be "ratio".
- Article 12a: The word "possessary" is intended to be "possessory".
- Article 12b: The word "time" is intended to be "times".
- Article 12c: The first sentence refers specifically to Membership Meetings.
- Article 14c: The word "toad" is intended to be "road".
- Article 14f: In the last sentence, the first word is "At" instead of "In".

Maintenance and Protective Covenants (dated January 13, 1997)

- Article 1: The reference to "... benefit of future owners ..." is intended to include current owners.
- Article 3d: The term "open space" is interpreted to apply to all common tracts in PRR, including tracts reserved as "Natural Buffer Areas" as defined in the Pierce County development regulations.
- Article 4: This provision is interpreted to also apply to current owners.
- Article 6: Other than the specific provision for extension of Covenants regarding use of and structures and activities on lots in Point Richmond Ridge, changes to the substance of the Covenants are interpreted to require unanimous approval by all Owners, according to Washington regulations and legal counsel.
- Article 9f: Consistent with original construction throughout the development, stone facing is also considered to be allowed as a full or partial substitute for siding.
- Article 9g: Consistent with current practice, other fence options can be considered with approval by the Architectural Control Committee (ACC).
- Article 9k: Commonly used "For Sale" signs provided by realtors in excess of 400 square inches are allowed, based on actual practice.
- Article 10a: This article is interpreted to apply to structures and fences as part of a yard.
- Article 10a: The "visible and slightly" criterion is interpreted to apply to visibility from abutting roads and neighboring properties, consistent with the intent of Article 10b.
- Article 10c: The correct wording and spelling for this clause are intended to be: "... commercial vehicles, horse trailers, trucks (larger than)".
- Article 12d: The second sentence is interpreted to mean "... proposals shall be furnished to the proponent in writing."
- Article 12d: Notice of approval or denial by electronic communications is considered to be equivalent to written communications. Approvals may be followed up subsequently in writing.
- Article 12e: It is intended that the ACC may also allow a variance to the M&PCs if the result of the variance will enhance the overall PRR property values or appearance.
- Article 13: To correct a spelling error, the first sentence is interpreted to read: "Any Covenant may be enforced in an action commenced in the Superior Court of the State of Washington for Pierce County by an Owner ...".
- Article 13: To be consistent with the authority under the Articles of Incorporation, Article 14a, the ACC options for correcting a violation of the Covenants are also interpreted to include the levying of fines for failure of an Owner to correct a condition within a reasonable time following written notification.