

**Park Ridge Homeowners Association, Inc.**  
**Easements, Restrictions, Covenants and Conditions**

July 2, 1969

Easements, Restrictions, Covenants and Conditions for PARK RIDGE, recorded July 2, 1969 recorded under Auditor's Fee No. 2302109, with Provisions for assessments and charges to be a lien on the property as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Park Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "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 3. "Common Area" shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exceptions of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "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 sellers, but excluding whose having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Tacoma Savings and Loan Association, its successors and assigns.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE III

### VOTING RIGHTS

The interest of each incorporator or member shall be equal to that of any other member and no incorporator or member can acquire any interest which will entitle him to any greater voice, vote, authority or interest in the corporation than any other member. When more than one persons hold such 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 vote be cast with respect to any Lot.

## ARTICLE IV

### PROPERTY RIGHTS

Section 1.      Members Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 180 days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area 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 members entitled to cast two thirds (2/3) of the votes of the entire membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

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

Section 3.      Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area of this plat to the Association, free and clear of any encumbrances and liens.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, herby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance, 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 fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 such 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. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 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 in the Properties, and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Thirty-Six Dollars (\$36.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment 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 a described capital improvement

upon the Common Area, including necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days no more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. 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.

Section 6. Quorum for Any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members entitled to cast 60% of all the votes of the entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be ½ of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 30 days in advance of each annual assessment period. 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 7% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area 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 mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of an Lot which is subject to any mortgage or trust deed pursuant to a decree of foreclosure under such mortgage or trust deed or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter become due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) the Common Area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. (a) It is hereby designated that the Architectural Control Committee of the Park Ridge Homeowners Association, Inc., shall act as Administrators of the provisions of this article. (b) The Architectural Control Committee shall consist of as many persons as the Board of Trustees of the Park Ridge Homeowners Association Inc., shall designate but not less than three, and no more than nine. The Trustees of the Park Ridge Homeowners Association, Inc., shall have the right to terminate the term of office of any member of the Architectural Control Committee at any time and to appoint new or additional member. The Park Ridge Homeowners Association, Inc. shall keep in file at its principal office a list of the names and addresses of the members of the Architectural Control Committee.

Section 2. Approval of Plans by Architectural Control Committee.

(a) No building or other structure shall be constructed or altered until there has been filed with and approved by the Architectural Control Committee plans and specifications for same. Included with each proposal shall be, in a form satisfactory to the Architectural Control Committee, two sets of plans and specifications showing (1) the size and dimension of the improvement; (2) the exterior design; (3) the exterior color scheme; (4) the exact location of the improvement on the lot; (5) the location of driveways and parking areas; (6) the scheme for drainage and grading; and (7) proposed landscaping.

(b) Approval of said plans and specifications may be withheld if the proposed improvement is at variance with these covenants. Approval may also be withheld if, in the opinion of the Architectural Control Committee, the proposed improvement will be detrimental to the community because of: grading and drainage plan, location, XXXX structure on the building site, color scheme, finish design, proportions, shape, height, style, appropriateness, material used thereon, or landscaping plan.

(c) Changes in exterior color schemes of all structures shall be submitted to the Architectural Control Committee for approval.

(d) Landowners may appeal any decision made by the Architectural Control Committee to the Board of Trustees of the Park Ridge Homeowners Association, Inc., whose decision shall be final.

(e) The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(f) It shall be the responsibility of the Architectural Control Committee to determine that improvements have been completed in accordance with the plans as submitted and approved. Such determination must be made within 60 days of the completion of the improvement. In the event the

Architectural Control Committee shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the land owner within said 60 day period, whereupon the owner, within such time as the Architectural Control Committee shall specify, but not less than 30 days, shall either remove or alter the improvement or take such action as the Architectural Control Committee shall designate. If no action by the Architectural Control Committee is taken within 60 days of the date of completion of the improvement, the improvement shall conclusively be deemed to be satisfactory to the Architectural Control Committee.

## ARTICLE VII

### PERMITTED AND PROHIBITED USES

(a) All property in Park Ridge shall be used solely and exclusively for private one-family residences, with appurtenant garages as hereinafter provided. A building site shall consist of not less than 1 Lot as shown on the recorded plat, and no Lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites.

(b) Where it is architecturally possible, all garages shall be incorporated in or made a part of the dwelling house. On-site parking provisions for no less than 2 automobiles shall be provided in addition to garage automobile storage.

(c) No animals, livestock, or poultry of any kind other than house pets shall be kept or maintained on any part of said property. Dogs and cats, not to exceed a total of 2 may be kept on said property, provided that they are not kept, bred, or maintained for any commercial use or purpose.

(d) No building or structure shall be moved onto any land embraced in said subdivision from any land outside of said subdivision. No trailers shall be maintained on any building site as a residence. No building of any kind shall be erected or maintained on a building site prior to the erection of a dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the storing of tools and other articles, but shall not be used for residence purposes.

(e) Except with the approval of the Architectural Control Committee land owners at no time shall keep or permit to be kept on their premises any house trailer, truck, camper, mobile home or boat trailer unless housed within a garage or suitably screened from view from street or park area.

(f) The work of construction of all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within 10 months from date of commencement of the construction, unless prevented by cause beyond the owner's control.

(g) No garbage, refuse, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in said subdivision until the Owner is ready to commence construction, and then such material shall be placed within the property line of the building site upon which structures are to be erected, and shall not be placed in the street.

(h) No noxious or undesirable thing, or noxious or undesirable use of the property in said Addition, whatsoever, shall be permitted or maintained upon said building sites in said Addition. If the Architectural Control Committee shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive.

(i) No signs of any kind nor for any uses, except public notice by a political division of the State, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever. Provided however, that any builder may erect and display signs during the period he is building and selling property in said subdivision, and that any owner wishing to sell his or her home may place 1 sign, not larger than 400 square inches, advertising the property for rent or sale.

(j) Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on any of the building sites of the subdivision described herein.

(k) 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 Pierce County Health Department. Approval of such systems as installed shall be obtained from such authority.

(1) No clothes line shall be located on a Lot premises so as to be visible from the street, a private way, dwelling houses on other residential lots, or public areas.

(2) No fuel tank shall be maintained above ground on any Lot unless screened from view in a manner satisfactory to the Architectural control Committee.

(3) Except with the permission of the Architectural Control Committee or except as may be necessary in connection with the construction of any improvement, no excavation shall be made nor shall any dirt be removed from a Lot herein.

(l) No repair or dismantling of any automobile, motorcycle or other vehicle shall be permitted except within a garage on the premises.

(m) All residences shall be of substantially the same quality or better than the quality of the first five homes constructed in Park Ridge.

(n) No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building set-back line without the written consent of the Architectural Control Committee, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than six feet above the finished grade at the back of said wall.

(o) No cutting of trees shall be permitted without the prior written approval of the Architectural Control Committee.

(p) Except with the approval of the Architectural Control Committee, the natural drainage of any Lot shall not be changed.

(q) Except with the approval of the Architectural Control Committee, 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 Architectural Control Committee have been completed.

(r) Exterior lighting of any sort which is visible from any street or from park areas or from any other dwelling house in this subdivision shall not be installed without first obtaining the permission of the Architectural Control Committee.

ARTICLE VIII

PRESERVATION OF VIEW RIGHTS

The Architectural Control Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the land owner involved, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the land owner has not caused the trees or the other vegetation to be pruned or removed to the extent required by the Architectural Control Committee, the Park Ridge Homeowners Association, Inc., at its expense may do such work provided that the Park Ridge Homeowners Association, if it so desires, may charge the cost of such work to the residents of this subdivision who have requested the pruning or removal of such trees or other vegetation.

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TACOMA SAVINGS AND LOAN ASSOCIATION, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community:

PARCEL A:

The Northwest quarter of the Northeast quarter of Section 21, Township 20 North, Range 2 East of the W.M.

EXCEPT that portion conveyed to Pierce County for roads by deed recorded under Auditor's Fee No. 2173463

EXCEPT that portion conveyed to the City of Tacoma by deed recorded under Auditor's Fee No. 137260, and

EXCEPT the North 30 feet for 49<sup>th</sup> Street West.

PARCEL B:

Commencing at the Northeast corner of the Northwest quarter of Section 21, Township 20 North, Range 2 East of the W.M., thence South  $01^{\circ}20'24''$  West along said East line of said Northwest quarter, 63.43 feet to the point of beginning; thence continuing South  $01^{\circ}20'24''$  West along said East line, 1254.44 feet to the Southeast corner of the Northeast quarter of the Northwest quarter of said Section; thence North  $88^{\circ}14'24''$  West along the South line of said Northeast quarter of the Northwest quarter 932.00 feet; thence North  $8^{\circ}51'13''$  East 665.99 feet to a point on a curve of radius 602.96 feet, the center of which bears North  $01^{\circ}58'01''$  East; thence Northeasterly along said curve to the left through an angle of  $53^{\circ}00'00''$  a distance of 610.37 feet; thence North  $33^{\circ}58'01''$  East 109.23 feet to a point of curvature; thence on a curve to the right of radius 542.96 feet through an angle of  $37^{\circ}22'16''$  a distance of 354.14 feet to the point of beginning.

EXCEPT the portion within plat of Bristonwood, recording to plat recorded in book 35 of plats at pages 43 and 44, and

EXCEPT that portion lying West of the following described line:

Commencing at the most Easterly Northeast corner of the plat of Bristonwood; thence on the North line XXX XXXX XXX plat, North  $88^{\circ}14'24''$  West 170 feet; thence North  $2^{\circ}17'50''$  West 468.60 feet; thence North  $68^{\circ}14'24''$  West 100 feet to the point of beginning of said line; thence North  $61^{\circ}20'24''$  East 507 feet, more or less, to the South line of Cirque Drive, and the terminus of said described line.

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WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property above described which it intends to plat as "Park Ridge," to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Declarant will incorporate under the laws of the State of Washington, as a non-profit corporation, to be known as Park Ridge Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the properties described above and in the plat to be filed covering said property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value desirability and attractiveness of the real property as set forth in and upon the attached eight typewritten sheets. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

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Dated this First day of July, 1969.

TACOMA SAVINGS AND LOAN ASSOCIATION

By W. D. Hopping

President

STATE OF WASHINGTON

COUNTY OF PIERCE ss.

On this First day of July, 1969, personally appeared W. D. Hopping, JR. to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged 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 he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation,

IN WITNESSS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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Notary Public in and for the State

Of Washington, residing at Tacoma.