

9210220342

BK 0822PG0229

CHICAGO TITLE OCT 22 '92

W920919

92 OCT 22 PM 2: 25

RECORDED
BRIAN SOMMERS
AUDITOR PIERCE CO. WASH.

FIRST AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR

WELLINGTON RIDGE

The Protective Covenants, Conditions and Restrictions for Wellington Ridge, recorded under Auditor's No. 9204030743, are hereby amended to add the following Article thereto:

ARTICLE VI

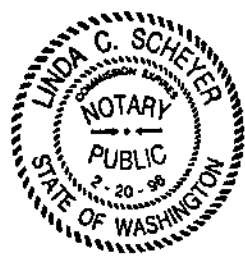
PRESERVATION OF VIEW RIGHTS. It is the intention of the Declarant through the adoption of this Article to preserve, to the greatest extent practicable, the Mount Rainier and Olympic Mountain views available from several of the lots within Wellington Ridge as they exist at the time of the adoption of these Covenants. To this end, there is hereby constituted a "View Preservation Committee," which henceforth shall be a permanent, standing committee within the framework of the Homeowners Association. Said committee shall have three members, each of whom shall be an owner of a lot or lots. The initial members of the committee shall be appointed by the Developer through its designated representatives and, thereafter, shall be appointed by the board of the Homeowners Association, and may be the same members appointed to the Architectural Control Committee.

It shall be the responsibility of the View Preservation Committee to enforce the intent of this Article through the mediation of view related disputes between owners as necessary and by determining, upon request by one or more owners, whether trees or other vegetation within any lot have grown since the date of these covenants to such an extent as to unreasonably interfere with the view of other lot owners. The View Preservation Committee shall have the power and authority to remove such vegetation or top such trees as necessary to enforce the intent of this Article, provided the burdened lot owner refuses to do so upon reasonable notice and demand, and, provided further, that

BK0822PG0231

partnership that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Linda C. Scheyer
NOTARY PUBLIC in and for the State
of Washington, residing at
Edmonds
My Commission Expires 2-20-98.

C:\wood\WPA\Com\h

After recording please return to:

SILVER RIM ASSOCIATES
Attn: Wayne Hammer
4224 Waller Road
Tacoma, WA 98443-1623

CUMULO TITLE APR 3 '92
W920289.

9204030743

BK 0762PG1579

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
WELLINGTON RIDGE

92 APR -3 PM 3:45

RECORDED
BRIAN SOHNITAG
AUDITOR PIERCE CO. WASH.
BMS

THIS INDENTURE AND DECLARATION running with the land, made this 1ST day of April, 1992 by SILVER RIM ASSOCIATES, a Washington State General Partnership ("DECLARANT"),

W I T N E S S E T H

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as WELLINGTON RIDGE PHASE I consisting of Lots 1 through 92 (the "Lots") as recorded under Auditor's Fee Number 9203050191, records of Pierce County, Washington, and Wellington Ridge Phase II consisting of Lots 1 through 15 and legally described in Exhibit "A" (attached).

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

1.1 DECLARATION. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other lot as the dominant tenement.

1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2010, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than ninety percent (90%) of the lots then subject to this Declaration.

9204030743

1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by DECLARANT and remain in office until such time as one hundred percent (100%) of the lots subject to this Declaration and any Supplemental Declarations have been sold by Declarant and construction is complete on each said lot, his heir successors or assigns. At any time prior to the sale of all the lots, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. The initial ACC shall consist of Silver Rim Associates, a Washington State General Partnership which hereby designates JOHN XITCO, DAVID MORRIS and WAYNE HAMMER, 4224 Waller Road, Tacoma, Washington 98443, as the persons to act on behalf of the ACC.

ARTICLE II

2.1 EASEMENTS. Easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies or other bodies. Within such easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services and improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape planting are permitted on side and rear property lines as approved by the ACC.

2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by Pierce County.

ARTICLE III

3.1 BUILDER SITE PREPARATION/CONSTRUCTION APPROVAL. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation, shall not be undertaken until complete construction plans, plot plans and ACC checklist, for the single family dwelling to be constructed thereon are

approved by the ACC as provided for herein. Builder/owner is responsible for obtaining such ACC approval(s) and all necessary application and permits prior to commencing work.

3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon surrounding structures and topography. Any lot clearing for initial construction must be approved by ACC as to how much grading and/or vegetation removal, or both, is necessary.

The ACC requires a separate set of plans for each lot to be approved even if a builder is using the same plans on more than one lot. If the ACC fails to approve or disapprove such design and location within thirty (30) days after receiving a complete set of such plans and totally completed specification list, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 4224 Waller Road, Tacoma, Washington 98443, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.

3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any lot shall be completed, including finish painting and landscaping, within six (6) months from the issuance of the building permit except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. Builder/lot owner is responsible for maintaining a clean building site free of debris and excess discarded construction material. If enforcement of this clause is necessary then stipulation as outlined on page nine, 5.2 Enforcement shall apply.

3.4 LANDSCAPING. Any and all landscaping plans, including retaining walls and rockery plans, must be submitted and approved by the ACC prior to installation. Landscaping, inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard, lot line to lot line, and a minimum of 15' back towards the rear yard from the front corner of the home, must be completed within the six month time frame set forth in Paragraph 3.3. Owners of corner lots shall also be required to landscape the side yard bordering the street, extending the landscaping the entire length of the side yard until it contacts the neighboring lot's border. Each lot must match the neighbors' lot with grass in a minimum amount of 10 feet unless otherwise approved by the ACC.

3.5 SIZE OF IMPROVEMENTS. The total floor area of any dwelling on the property, exclusive of open porches and garages, shall not be less than 1,300 square feet except in the case of split level, two-story residence or multi-level home, which exclusive of open porches and garages, shall total not less than 1,450 square feet.

3.6 ROOFS. All roofs shall have a minimum slope of 6-12 (six feet of rise for each 12 feet of run) and shall be comprised of 25 year asphalt composition, using only a product described as Pabco - H025 - "Weathered Wood", unless otherwise approved in writing by the ACC.

3.7 DRIVEWAYS. All driveways shall be concrete unless approval for use of other material is granted in writing by the ACC. All concrete residue or "washed off" materials (i.e. washed aggregate) shall be contained on the owner's lot and shall not be allowed to be placed in the road and storm system. Violation of this requirement could result in a fine of up to \$500.00 payable to Declarant as determined by the ACC, and the contractor and lot owner, or both, shall be liable for all costs regarding the repair of the storm system. Said costs shall be over and above any fine levied by the Declarant or ACC.

3.8 FENCES. No fence, wall or hedge shall be erected or built on any lot nearer to any street than the minimum building setback line, or the actual building set back lines whichever is further from the street, except that nothing shall prevent the erection of a necessary retaining wall which must be approved by the ACC prior to installation. All lot fence locations must be approved by the ACC prior to installation and on corner lots the fence shall start at the rear of the garage and be built towards the back property line. Fences shall be constructed with wood and the design shall be as described in Exhibit B. Any hedge or shrub "fencing" shall be subject to ACC approval as to location, height and type of plant to be used as a "fence". Any type of chain link*, or metal fence is specifically prohibited. (*Chain link may be used for pet enclosure in back yard. Said enclosure must not be visible from neighbors' yard or from the street). All fences, their design, materials, height, location, and exterior color must be approved by the ACC prior to installation.

3.9 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted, and there must be a minimum of a two (2) car garage and no more than a three (3) car garage. There shall be no separate or additional garages placed on the lot unless approved in writing by the ACC.

3.10 OUTSIDE STORAGE BUILDING. An outside storage building that has similar siding, matching roofing materials and matching colors to the home that it will serve and an ACC approved design

are allowed in the rear yard only. Any and all buildings must be approved by the ACC as to location, colors, design, size (width, length, and height) and materials prior to commencing construction. The ACC is not responsible for permits, set backs or building codes or the violation of same.

3.11 PLAYGROUND TYPE APPARATUS. Any installation, either temporary or permanent, of playground equipment, including but not limited to Big Toys, Jungle Gyms, swing sets, basketball backboard and hoops, slides and playhouses must have written ACC approval as to location, size, color, etc. prior to installation. In any case no swing sets, climbing toys or Big Toys, etc. will be allowed in the front yard.

Any and all structures, fences, sheds, playground equipment, etc. installed without written approval of the ACC are subject to removal by the ACC or its contractor. Lot owner will be given written notice by the ACC to remove and shall have 14 days to remove said improvements from date of said notice. If homeowner does not remove after notice and within the said 14 days then the ACC may act to remove. The homeowner will be responsible for all costs of removal plus a 15% administrative charge based on the total costs of removal which shall include but not limited to, labor charges, mileage, hauling cost, dump charges and clean up.

3.12 "STICK BUILT" CONSTRUCTION. All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing and modular homes are specifically not permitted.

3.13 ANTENNA. No Lot owner shall be permitted to install, erect and/or maintain any antenna, including satellite dishes.

3.14 EXTERIOR FINISHES. All exterior finishes on the front of the houses and on the side of any house facing any street shall be of cedar siding, channel or tongue and groove under sidings, LP lap siding, brick or stone. Any exception must have ACC written approval prior to construction, but in no case will T-111, or equivalents, be allowed on the front of any house or the side of any house facing any street within WELLINGTON RIDGE. Any T-111 siding used within WELLINGTON RIDGE would be on the sides and back only. The minimum requirements for T-111 will be of the variety commonly known as 8 inch. The entire house must be painted or stained in the following colors: Parker Paint, Northwest Colors: Body--Port Ludlow, Kingston Clay, Alki, Mossy Rock, Birch Bay, Coal Creek, Sand Point, San Juan, Cape Cod Gray, Glen Gray, Williamsburg, Fawn Beige; Trim-- Rustic White. All colors must have ACC written approval prior to being applied. Any revisions to these colors must be approved in writing by ACC.

All metal fireplace chimneys shall be either wood, stone or brick wrapped. Zero-clearance gas fireplaces venting location must be approved in writing.

All window frames and sashes must be of a white finish, unless specifically approved in writing by ACC.

3.15 YARD LIGHT. Every lot is required to have a yard light with a solar eye in the front yard, which is to be located eight feet from the inside of the front property line and two feet from the side of the driveway in which the front door is located and must be at a 5' height. The color and design of the yard light and structural base must be "Westar" - #4007 - polished brass light and black post, unless otherwise specifically approved in writing by the ACC.

ARTICLE IV

4.1 BUSINESS & COMMERCIAL USE. Except model homes or Declarant's sales office, no Lot shall be used for other than one detached single family dwelling with parking for not more than three cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot. Any exception to this must receive written consent from the ACC.

4.2 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be watered, maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Slope banks shall be planted with erosion control type of plants. Homeowners are responsible for damage caused by water run off from their lots. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or BUILDER with respect to individual cul-de-sacs and/or streets.

4.3 VEHICLES. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motorhomes, trucks and trailers - whether operable or not - of any kind shall be parked, stored, maintained or constructed on any Lot or street in such a manner as to be visible from the street. No unsightly vehicles shall be permitted upon the property nor shall any abandoned or disabled vehicle be stored upon the property for

more than 48 hours. Vehicles may be parked only on concrete surfaces, excluding sidewalks. Homeowners and/or their visitors must park their vehicles on the driveway or in the garage and not on the street. Violators of this section are subject to removal of the vehicle at vehicle owner's expense.

4.4 PETS. No animals or fowls shall be raised, kept, or permitted on any Lot except domestic dogs, cats, and caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred, or raised for commercial purposes or in unreasonable numbers as determined by the ACC. No such household pet which is or becomes an annoyance or nuisance to the neighborhood as determined by the ACC shall thereafter be kept on any Lot. No caged birds shall be allowed outside the dwelling unit.

4.5 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.

No building material of any kind shall be placed or stored upon the property until the owner is ready to commence construction, and then such material shall be placed within the boundary lines of the Lot. Said construction must be approved by the ACC and completed within the time allotted by the ACC (such time shall be reasonable). The costs of removing any materials by the ACC are the owner's liability and the ACC may charge a 15% fee over said costs and have the right to recovery.

4.6 NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.

4.7 WATER AND SEWAGE SYSTEMS. No individual water supply system shall be permitted on any Lot. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all governmental agencies having jurisdiction of such systems. (See Improvement Maintenance).

4.8 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence.

4.9 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

4.10 MAILBOXES. DECLARANT will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location unless otherwise demanded by U.S. Postmaster. Thereafter Lot owners shall be obligated to maintain, repair or replace their respective mailboxes.

4.11 SIGNS. All signs and advertising devices for display to public view, except during the initial build out, are prohibited except one sign not to exceed 500 square inches which advertises the Lot (whereon posted) for sale. The sign shall only contain the Owner's/Builder's name, Realtor, lot number, and up to two phone numbers. The ACC shall have sole jurisdiction on all signs within the boundaries of WELLINGTON RIDGE, including any and all common areas. "A" Boards that advertise "open house" will be allowed if taken down daily.

4.12 FIREARMS. The shooting of any type of weapon or firearms is prohibited within the property, including but not limited to BB-guns and pistols, pellet guns and sling shots.

4.13 HOMEOWNER'S ASSOCIATION AND MAINTENANCE AGREEMENT. Every lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in Wellington Ridge Homeowners Association which is formed for the purpose of owning property and property rights as common area for the benefit of all homeowners, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon (i.e.: street lights and monument entrance). Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the Wellington Ridge Homeowner's Association in accordance with this Declaration, any supplemental Declarations, the Articles of Incorporation of such Association, or the terms and conditions of the aforementioned Improvement Maintenance Agreement and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the lot owned, which lien may be foreclosed by the Association. Any lien created

hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot.

4.14 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping and operation and maintenance of the common areas, maintenance of monument entrance.

4.15 NON-LIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him/her.

ARTICLE V

5.1 AMENDMENT. This Declaration can be amended at any time by DECLARANT prior to December 31, 1997 or until 100% of the lots have been sold by the Declarant, whichever occurs first. Thereafter, this Declaration can be amended only by an affirmative 75% vote of the lot owners.

5.2 ENFORCEMENT. The Declarant, until such time as 100% of the lots have been conveyed, and the ACC shall have the right to enforce any provision of this Declaration or to recover actual damages plus 15% for administration expenses, resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

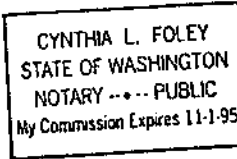
5.3 SEVERABILITIES. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.

5.4 NOTICE. Any notice required hereunder shall be deemed effective when published in the Morning News Tribune.

On this 3rd day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David Morris, to me known to be the President of Purdy Realty, Inc., General Partner of Silver Rim Associates, the General Partnership that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Cynthia L. Foley
NOTARY PUBLIC in and for the
State of Washington, residing at
Seattle
My commission expires: 11-1-95



WELLINGTON RIDGE

EXHIBIT A

Legal Description:

Wellington Ridge Phase II

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE
MERIDIAN.

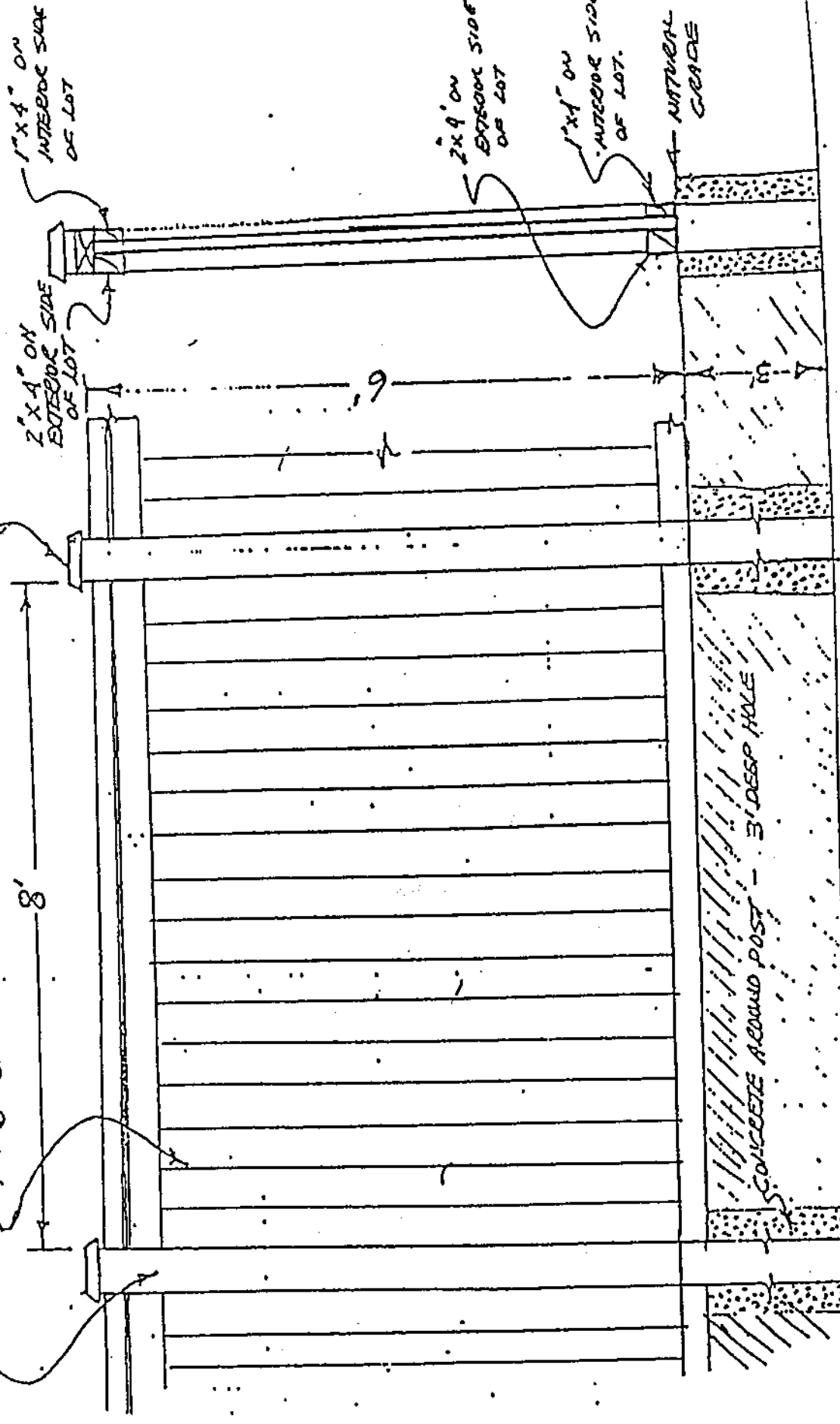
EXCEPT THE SOUTH 30 FEET THEREOF FOR 144TH STREET
NORTHWEST.

WELLINGTON RIDGE
Fence
EXHIBIT B

1" x 5" BEVELLED CAPS

4" x 4" CEDAR POSTS (SET IN CONCRETE)
1" x 6" CEDAR BOARDS

8'



AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN-
SATISFACTORY IN A PORTION OF THIS INSTRU-
MENT WHEN RECEIVED.