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AUDITOR, Pierce County, WASHINGTON

After Recording Return to:  
Bryce H. Dille  
of Campbell, Dille, Barnett & Smith, PLLC  
317 South Meridian  
Puyallup, WA 98371

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, EASEMENTS & RESTRICTIONS FOR  
WOHLFORD ADDITION**

Grantor: Lennar Northwest, Inc., a Delaware corporation  
C. Dennis Wohlford and Suzanne H. Wohlford

Grantee: The Public

Legal Description (abbreviated): Lots 1 through 20 of the Plat of Wohlford Addition,  
recorded under Pierce County's Recording No. 201211295001

Assessor's Tax Parcel No.: 0419164067 +  
0419164068

For reference only, not for re-sale.

Declaration of Protective Covenants, Conditions,  
Easements & restrictions for Wohlford Addition  
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EXCISE TAX EXEMPT DATE 11-29-12  
Pierce County

By [Signature] Auth. Sig

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS FOR  
WOHLFORD ADDITION**

The Declarant herein as the owners in fee of the real property legally described in this Declaration, hereby covenant, agree, and declare, that all of the real property and housing units constructed on the real property are and will be held, sold, and conveyed subject to this Declaration which is made for the purpose of enhancing and protecting the value, the desirability and attractiveness of the real property for the benefit of all the real property and their owners. The covenants, restrictions, reservations, and conditions, contained in this Declaration shall run with the land as easements and equitable servitudes, and shall be binding upon the real property and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any lot on the real property and upon their respective heirs, successors and assigns.

**ARTICLE ONE: DEFINITIONS**

For purposes of the Declaration, Articles of Incorporation and Bylaws of the Association, certain words and phrases have particular meanings, which are as follows:

1. "ACC" shall mean the Architectural Control Committee, as described in this Agreement.
2. "Articles" shall mean the Association's Articles of Incorporation and any amendments.
3. "Association" shall mean the Woodbrook at Wohlford Homeowners Association formed as a nonprofit corporation for the purpose of administering this Declaration.
4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association. For purposes of exercising the powers and duties assigned in this Declaration to the Board during the development period, this term shall also mean the "Temporary Board" or "Declarant" as provided in this Declaration unless the language or content clearly indicates otherwise.
5. "Bylaws" shall mean the Association's Bylaws and any amendments.

6. "Common Area" shall include but not be limited to the Private Road referred to as 96th Avenue East, and Identified as Tract C and Tract A which is the storm drainage tract. Notwithstanding the prior sentence, Tract B (wetland area) shall not be considered or defined as a common area. Common areas shall also mean the property both real and personal in which the Association has been granted an ownership interest, easement, or right of control by any written instrument including this Declaration or by delineation and declaration of the same on the plat map recorded as referred to above..

7. "Declaration" shall mean this Declaration of Protective Covenants, Conditions, Easements and Restrictions.

8. "Developer-Declarant" The Developer and Declarant shall mean Lennar Northwest, Inc. However, Developer shall also include any entity which purchases multiple Lots in the plat of Wohlford Addition for the purposes of constructing residences thereon. Until such time as Lennar Northwest, Inc. or any other entity purchasing multiple Lots has sold all the Lots by that party, then such party shall jointly exercise all rights reserved to the Declarant as set forth in this Declaration. At any time as such party has sold or conveyed all the Lots held by that entity then that party shall no longer be considered a Developer or Declarant.

9. "Development Period" shall mean the period of time from the date of recording of this Declaration until 180 days after the date upon which 100% of the Lots have been sold by the Developer or any shorter period, as determined by the Developer. A partial delegation of authority by the Developer of any of the management duties described in this Declaration shall not terminate the development period. In the event any loans with respect to any of the Lots are insured through the Federal Housing Administration (FHA), the Veteran's Administration (VA), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation, then in that event, the Development Period shall terminate at such time as 75% of all of the Lots have been closed and sold to other than builders.

10. "Housing Unit" shall mean the building occupying a Lot.

11. "Institutional First Mortgagee" or "Mortgagee" shall mean a bank or savings and loan association or established Mortgage Company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first note or deed of trust against a lot or housing unit thereon.

12. "Lot" shall initially refer to one of the Lots 1 through 20 of the Plat of Wohlford Addition.

13. "Member" shall mean every person or entity that holds a membership in the Association.

14. "Mortgage" shall mean a mortgage or deed of trust encumbering a lot or other portion of the real property.

15. "Owner" shall mean the recorded owner of a lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the owner.

16. "Person" shall mean a natural person, a corporation, a partnership, trustee or other legal entity.

18. "Real Property" that is subject to this Declaration is legally described as Lots 1 through 20 of the Plat of Wohlford Addition.

19. "Sale" or "Sold" shall mean the date upon which ownership of a lot is transferred from an owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract.

20. "Areas reserved to Declarant". The Declarant does hereby reserve until itself and convey to the Association a perpetual, non-exclusive easement, if necessary, for the placement and maintenance of any entry and sign monument and lighting and for all utilities necessary incident to the same, over and across portions of the property which are actively constructed upon concerning any entry or sign monument if constructed by the Declarant. Said easement shall authorize those benefited by the terms thereof to enter onto and across said property at all reasonable times in order to effectuate the terms of the above grant and reservation.

## **ARTICLE TWO: MANAGEMENT OF COMMON AREAS AND ENFORCEMENT OF DECLARATION**

Section One: Development Period. During the development period the Declarant shall appoint the sole director of the Association. The Declarant may also appoint members of the Association to other committees or positions in the Association as the Declarant deems appropriate to serve at the Declarant discretion and may assign such responsibilities, privileges, and duties to the Members as the Declarant determines for such time as the Declarant determines. Any member appointed by the Declarant during the development period may be dismissed at the Declarant discretion. The Declarant shall also appoint members to the Architectural Control Committee. At such time as the Declarant

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has sold and conveyed all Lots, then the Declarant may resign as a director of the Association and from any other committees for the duration of the development.

At such time as the Declarant has sold and conveyed all Lots then any Developer as defined in this Agreement for the duration of the development period shall be entitled to appoint a director to the Association as well as a Member to the Architectural Control Committee.

Section Two: Purpose of Development Period. The Declarant and Developer's control of the Association during the Development Period is established in order to ensure that the real property and the Association will be adequately administered in the initial phases of development, ensure an orderly transition of Association operations, and to facilitate the Developer's completion of construction of housing units.

Section Three: Authority of Association After Development Period. At the expiration of Declarant and Developer's management authority the Association shall have the authority and obligation to manage and administer the common areas and to enforce this Declaration. Such authority shall include all authority provided for in the Association's Articles, Bylaws, rules and regulations and this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this Declaration.

Section Four: Delegation of Authority. The Board of Directors, Declarant or the Developer may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation. The Board, Declarant or the Developer shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors or the Developer.

Section Five: Termination of Development. Upon termination of the development period, the Declarant, or in the event the Declarant has resigned as a director of the association, then the Developer, in accordance with the by-laws, shall conduct by mail an election of a board of directors who shall then act in accordance and in connection with the terms and provisions of the Articles of Amendment of Incorporation, by-laws and this Declaration. However, in the alternative, not less than ten (10), nor more than thirty (30), days prior to the termination of the development period, the Declarant, or any Developer who then constitute the board, may give written notice of termination of the development period to the owner of each Lot. Said notice shall specify the date when the development period will terminate and that at such time a meeting of the Members shall be called in accordance with the by-laws at which time Members shall then elect directors in

accordance with the terms and provisions of the Articles of Amendment of Incorporation, By-Laws and this Declaration.

### **ARTICLE THREE: MEMBERSHIP**

Every person or entity who is an owner of any lot agrees to be a Member of the Association by acceptance of a deed for such Lot. Membership may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

### **ARTICLE FOUR: VOTING RIGHTS**

Members shall be entitled to one vote for each lot owned. No more than one vote shall be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. Members' votes may be solicited and tabulated by mail or facsimile.

### **ARTICLE FIVE: COMMON AREAS**

Section One: Common Areas: The Common Areas as defined herein shall include the private road identified as 96<sup>th</sup> Avenue East and also shown as Tract C and the drainage tract shown as Tract A. The Declarant, however, reserves for the benefit of the Declarant, its successors and assigns, those certain rights of use, ingress, egress, occupation, and control indicated elsewhere in this Declaration or on the Plat. These Tracts and any other real property and improvements which are described herein are referred to as the "common areas" together with any easements which are for the benefit of the Association or Members which are also defined as being "common areas" which easements are either created under this Declaration or which are shown on the Plat Map.

Section Two: Property Rights in Common Areas: The Association shall have the right and obligation to maintain improvements, vegetation, signage and utilities in and on all common areas subject to any restrictions delineated on the plat of the real property. The Association shall have the exclusive right to use and manage the common areas in a manner consistent with the plat, this Declaration, the Articles and the by-laws of the Association.

### **ARTICLE SIX: MAINTENANCE AND COMMON EXPENSES**

Section One: Standard of Maintenance - Common Areas: The Association shall maintain the common areas in a manner consistent with good building and nursery

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practices, and in compliance with all applicable codes and regulations. The common areas shall include but not be limited as defined below together with all easements which are for the benefit of all lot owners. These common areas include but are not limited to the following:

1. Tract A is a private storm water drainage tract and shall be maintained by the Association.
2. Tract C is the private road identified as 96<sup>th</sup> Avenue East shall be maintained by the Association.
3. All easements that have been established for the benefit of the lot owners of the Association or which may be delineated on the Plat of Wohlford Addition which easements are reserved for the benefit of all lot owners as well as easements which are reserved for the benefit of the Association for the purpose of the installation, maintenance and repairing of any improvements or any other installations constructed within said easements areas.
4. Lots 10, 11 and 12 which are owned by Dennis Wohlford and Suzanne Wohlford are exempt from any assessment as long as Dennis Wohlford and/or Suzanne Wohlford are in title with respect to said Lots. At the time of the closing of the sale and/or transfer of any of Lots 10, 11 or 12 by Dennis Wohlford and/or Suzanne Wohlford, the then current annual assessment shall be due and payable with respect to said Lots and shall be prorated as of the closing date and/or transfer of said Lots.

Section Two: Standard of Maintenance - Lots. Each lot owner hereby covenants and agrees to maintain his respective lot and the housing unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the real property will reflect a high pride of ownership. Each lot owner shall perform at the lot owner's expense the maintenance and upkeep of any drainage swales and/or underground drain lines and catch basins installed on their Lot. Each lot owner does hereby covenant and agree to maintain the planting strip (if any) located between the street and sidewalk adjacent to the owner's respective lot.

Section Three: Remedies for Failure to Maintain. If any lot owner shall fail to conduct maintenance on his lot or the exterior of the housing unit located thereon, or fails to maintain the lot and the exterior of the housing unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for other

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Lots, the Association shall notify the lot owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing lot owner and its lot for the cost of providing the maintenance. The assessment shall constitute a lien against the lot owned by the non-performing lot owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in this Declaration. In the event that emergency repairs are needed to correct a condition on a lot which pose a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the lot owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the lot owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the lot owner the thirty (30) day notice.

Section Four: Common Expenses. The Association shall perform such work as is necessary to carry out the duties described in this Declaration, and shall delegate the responsibility for management and supervision of such work to the Board, the ACC or to a manager or agent hired by the Board for the purpose of such management and supervision.

Expenses for such work shall be paid by the Association for the benefit of all lot owners and shall be referred to as common expenses. The common expenses shall be paid by the Association from funds collected from assessments paid by lot owners. The common expenses shall include, but shall not be limited to, the following:

1. The real property taxes, if any, levied upon the Association for the common areas;
2. The cost of maintaining all required insurance coverage and fidelity bonds on any common areas, and for directors and officers of the Association and the ACC;
3. The cost of maintaining, repairing and replacing all common area improvements, including, but not limited to sidewalks, roadways pedestrian pathways, street lighting, if any, speed limit, no parking or street address advisory signs as constructed and installed by the Declarant, and all portions of the storm water retention/detention system and facilities which are not

otherwise dedicated to Pierce County, and any perimeter and interior fencing constructed by the Declarant.

4. The cost of the maintenance of the storm water facilities and implementation of a pollution source control plan together with compliance of any storm water prevention management practices, which agreement may be entered into between the Declarant and the appropriate regulatory authority having jurisdiction over the same.
5. Any other expense which shall be designated as a common expense in the Declaration, or which shall be designated as a homeowners expense as a requirement for plat approval, or may be designated as a common expense from time to time by the Association.

Section Five: Extraordinary Use Expenses. In the event that one or more lot owners should by their use of the common areas cause it to be subjected to other than reasonable wear and tear, or by their actions damage those common areas or any improvements located thereon or therein, the individual subjecting the common area to such use shall have the obligation to repair such damage upon demand by the Association and to restore such common area to the condition that existed prior to such use or action and all expenses therefore shall be paid by such individual.

Section Six: Street Repair, Maintenance and Cleaning. All developers or owners shall use due diligence to avoid placing unnecessary dirt, debris, and any other material washing onto or coming on the street as a result of any construction activities and each developer or owner shall at all times remain responsible for keeping the street clean of any such debris, dirt and material. In addition, all developers or owners shall use due diligence to avoid causing any damage to the street or sidewalks and all streets and sidewalks and other improvements constructed by the Declarant as a condition for obtaining plat approval shall remain in the same condition as they were as of the date of final plat approval. Any developer or owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the developer or owner to abide by the terms and provisions of this Declaration. In the event any developer or owner does not pay the same upon request, then the Declarant shall have a lien against the property of said developer or owner to secure payment of said reimbursement. In the event it cannot be determined which developer or owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Seven: Maintenance of Storm Drain System. All developers or owners shall use due diligence to avoid materials from washing into or being put into the storm water drain system as a result of construction activities conducted by the developer or owner which would include any sediment, cement slurry, or any other material washing off of or coming off of any lot upon which a developer or owner are constructing a residence and flowing into the storm water drain system. In the event any developer or owner are in violation of the terms and provisions of this paragraph, this developer or owner shall agree to pay a maintenance charge to the developer in an amount to be determined by the developer but not to exceed \$500.00 for each such violation by a developer or owner. In addition, each developer or owner agrees to indemnify the Declarant from any costs or charges which the Declarant may incur in connection with the cleaning and maintenance of the storm water system as a result of any violation of this paragraph by such developer or owner and that this liability on the part of the developer or owner shall be joint and several. Any developer or owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the developer or owner to abide by the terms and provisions of this Declaration. In the event any developer or owner does not pay the same upon request, then the Declarant shall have a lien against the property of said developer or owner to secure payment of said reimbursement. In the event it cannot be determined which developer or owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Eight: Street Trees. As a condition of plat approval, the Declarant may have had to install certain trees either within the street right of way or on lots as a condition for obtaining final plat approval. The Homeowners Association is responsible to maintain the trees within any Common Area and the individual lot owner is responsible to maintain the street tree installed on any lot. In the event a street tree is removed, or needs to be replaced for any reason, the lot owner shall be responsible for the same of any street tree on said Owner's lot and if he fails to do so, the Association shall immediately replace the tree and request reimbursement from the lot Owner and if the lot Owner fails to reimburse the Association, then the Association shall have the right to place a lien against that lot and collect the same as if it was an assessment made pursuant to this Declaration. Regardless of any other provision in this Declaration, the paragraph cannot be amended for a period of ten years after recording this Declaration.

Section Nine: Owner's Easements of Enjoyment. Each owner shall have a right in an easement of enjoyment in and to the common areas which shall be appurtenant to and

shall pass with title (or, if applicable, with the equitable title held by real estate contract purchaser) to every lot subject to the following provisions:

1. The right of the Declarant or the Association to establish use and operation standards for all common areas to be binding upon all Association Members along with enforcement standards.
2. The right of the Declarant during the development period (including any Developer during the development period) or the Association after the development period to suspend an owner's right to vote and to use any recreational facilities for any period during which assessments against his or her lot remain unpaid for a period not to exceed sixty days, and for any and each separate infraction of its prohibited rules and regulations.
3. The right of the Declarant (during the development period) or the Association (after the development period) 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 the Declarant or Members as applicable may deem appropriate. After the development period, no such dedication or transfer shall be effective unless the instrument agreeing to such dedication or transfer is signed by owners of two thirds of the Lots has been recorded.
4. Any owner may delegate their right of enjoyment to the common areas and facilities to the members of their family, their tenants, or their guests, subject to the limitations set forth above.

Section Ten: Insurance. Nothing shall be done or kept in any common areas which will increase the rate of insurance on the common areas or other Lots or improvements without the prior written consent of the board. Nothing shall be kept in any common area which will result in cancellation of insurance on any part of the common areas or which would be in violation of any laws or ordinances.

Section Eleven: Alteration of Common Areas. Nothing shall be altered or constructed in, or removed from any common areas except upon prior written consent of the board. There shall be no construction of any kind within the common areas except that community improvements may be constructed if two-thirds of the Members of the Association authorize (1) the construction of such improvements, and (2) assessment for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit

Declarant (and no Member's consent shall be necessary), during the development period, from constructing or altering any such improvements to any common area or any common maintenance area, which Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas in the Association in general.

Section Twelve: Dumping in Common Areas or Easements. No trash, construction debris, or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste, (as defined in federal, state or local law regulation) shall be dumped, deposited or placed on any common areas or easements. The Declarant (during the Development Period) and the Board thereafter, shall retain the rights for enforcement and initiation of penalties for violations of this policy.

Section Thirteen: Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any right of way easements or other easements as delineated on the plat except as deemed appropriate by the Board. This prohibition shall not apply to the landscaping and any improvements in the common areas installed by the Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated common areas, nor shall this section prohibit the installation of fences as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private lot areas encumbered by utility easements not otherwise restricted in this Declaration. Also, this prohibition shall not apply to landscaping of front or side yards of Lots extending to the edge of the curb or sidewalk.

Section Fourteen: Management. Each owner expressly covenants that the Declarant (during the development period) and the board thereafter, may delegate all or any portion of management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for the maintenance of the common areas and any portion thereof. Any management agreement or employment agreement for maintenance or management may be terminable by the Association without cause, upon not more than ninety (90) days written notice thereof. (However, this shall not be applicable if the management agreement provides for any other specific termination.) The term of any such agreement shall not exceed one year, renewable by Agreement of the parties for successive periods of up to three years each. Each owner is bound to observe the terms and conditions of any management agreement or employment contract, all of which shall be made available for inspection by any owner upon request. Any fees or salary applicable to any such management employment or service agreement shall be assessed to each owner.

Section Fifteen: Sanctions for Failure to Maintain: In the event the Wohlford Addition Homeowners Association fails to maintain the facilities within Wohlford Addition, or if the Declarant or its successors willfully or accidentally reduce the capacity of the drainage system or to render any part of the drainage unusable, the Declarant or successors agree to the following remedy: After thirty days notice by registered mail to the Declarant or successors, Pierce County will assess financial sanctions in accordance with the applicable provisions of the Pierce County code and/or initiate enforcement proceedings. In the event the County determines the lack of maintenance has resulted in the situation of imminent danger to life, limb, or property, Pierce County will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, Pierce County will bill the Homeowners Association and/or the individual owners of the lots within the plat for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by Pierce county, including attorney fees and expert fees, should legal action be required to collect such payments, shall be borne by the Declarant or successors, including the Homeowners Association and/or the individual lot owners.

## ARTICLE SEVEN: ASSESSMENTS

### Section One: Covenants for Maintenance Assessments.

1. Each owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to pay to the Association annual or other regular assessments as set forth in this Declaration.
2. The annual or other regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.
3. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot assessed at the time the assessment fell due. The personal obligation shall not pass to the owner's successors-in-interest unless expressly assumed by them. The new owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

4. Unless otherwise provided for in this Declaration, no lot owned by a Declarant shall be subject to any annual or other assessments.

Section Two: Maintenance of Storm Water Facilities and Pollution Source Control Plan. The Declarant and Planning and Land Services Department of Pierce County may have entered into an agreement to maintain storm water facilities and to implement a pollution source control plan. The Association shall be responsible to comply with all the provisions of any such agreement and plan as if it was an original signature thereto. That the Association shall have the obligation to perform all maintenance requirements under said plan including, but not limited to, normal and periodic maintenance, monitoring, submitting reports to Pierce County as required by the plan in the event the Association fails to comply with the requirements of the agreement and plan as set forth above, then Pierce County will assess financial sanctions pursuant to applicable provisions of the Pierce County Code and/or initiate enforcement proceedings.

Section Three: 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 of the real property, including the improvement, repair and maintenance of the common areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the common areas, and for the maintenance of other areas as provided for in this Declaration.

Section Four: Board to Fix Annual or Regular Assessment. The Board of Directors shall fix the regular or annual assessment at least thirty (30) days prior to the commencement of the annual or regular assessment period. Written notice of the annual or regular assessment shall be sent to every owner. In the event the Board fails to fix an annual or regular assessment for any assessment period, then the assessment established for the annually or regular assessment for the prior year shall automatically be continued until such time as the Board acts. The annual or regular assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those common areas which require such actions on a periodic basis. That in the event there is any increase in the annual or regular assessment of more than five percent (5%) of the annual or regular assessment for the prior assessment period, then it must be approved as provided for in the By-Laws of the Association which are incorporated herein as though fully set forth.

Section Five: Special Assessments. In addition to the assessments authorized above, the Association by its Board of Directors may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying the cost of any

construction or reconstruction, unexpected repair or replacement of facilities in the common areas. However, the Developer shall not be obligated to pay any special assessments on Lots owned by the Developer. Assessments may be made based upon the estimated cost of such work, prior to the work's commencement, provided such estimate has been provided by a contractor retained by the Board for the purpose of such estimate. All special assessments for construction of new facilities or acquisition of new equipment, which is not for the upgrade, repair or replacement of existing construction or equipment, shall require the approval as set forth in Article X, Section Three, of the By-Laws.

Section Six: Rate of Assessment. Both annually or regular and special assessments shall be fixed at a uniform rate for all Lots.

Section Seven: Initial Assessment. The initial assessment which shall be paid by any Developer who acquires a lot from the Declarant shall be \$250.00 for each lot so acquired which amount shall be paid to and held by the Association to pay for association expenses under the terms of this Declaration. No Developer shall be responsible to pay for any other assessment with respect to any lot owned other than the initial \$250.00 assessment as set forth above.

Section Eight: Reimbursement Assessment. A reimbursement assessment shall be paid by each lot owner at the time of closing of each lot, in the amount of \$250.00, which amount shall be paid directly to the Developer who sells said lot to the lot owner.

Section Nine: Annual Assessment. The annual assessment shall be \$300.00 per lot commencing on January 1<sup>st</sup> of each year. Each lot owner, upon purchasing from a Developer shall pay the prorated portion of said assessment. Said annual assessment shall be due on or before January 30<sup>th</sup> of each year in which the assessment is made. The above referenced annual assessment and all subsequent annual assessments shall be paid to the Homeowners Association who shall then pay for the expenses of the Association as required under the terms of this Declaration. In the event the expenses of the Association are in excess of the assessments collected, then the Developers who subsequently purchase from the Declarant shall pay the difference to the Association on a pro rata basis as determined by the number of Lots owned by all such Developers. At such time as there had been sufficient assessments collected by the Association, then said Developer shall be reimbursed. The Declarant shall not be responsible or liable for the payment of any assessment against any lot owned by the Declarant.

The annual assessment as set forth above may be increased during the development period to reflect (1) maintenance costs; (2) repair costs; or (3) plat management costs. All increases during the development period must directly reflect increase in the above cited



