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THE NARROWS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the 25 day of November, 1990, by NARROWS II PARTNERSHIP, a Washington General Partnership, ("Declarant").

BACKGROUND

1. Declarant was originally the owner of certain real property in Pierce County, Washington, which is described in Exhibit "A" attached to this Declaration and incorporated by this reference. The Declarant has sold certain lots within that property to the undersigned owners, and Declarant has retained ownership of the balance of the property. The Declarant intends to create on that property the residential community of The Narrows.

2. Declarant has created a general plan of development for the benefit of all of the property within The Narrows. Declarant desires to preserve and enhance the property values, amenities, and opportunities in The Narrows and to provide for the health, safety and welfare of the residents. To this end, Declarant desires to subject the property described on Exhibit "A" to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which are for the benefit of the property and each owner.

3. Declarant has incorporated as a nonprofit corporation the The Narrows Homeowners Association, to provide a mechanism for meeting the purposes of this Declaration.

DECLARATION

Declarant hereby declares that the property described in Exhibit "A" is, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration.

Further, Declarant delegates and assigns to the The Narrows Homeowners Association the power of owning, maintaining, and administering the Common Area, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the recreation, health, safety, and welfare of the residents.

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## ARTICLE I

### Definitions

Section 1.1. "ACC" shall mean the Architectural Control Committee as described in this Declaration.

Section 1.2. "Association" shall mean the The Narrows Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.4. "Builder Owner" shall mean an Owner which is a licensed contractor, having purchased the Lot for the purpose of constructing a home for sale to others.

Section 1.5. "Common Areas" shall mean all real property and improvements owned or leased by the Association, or in which the Association has an easement (excepting easements for maintaining lots) for the use, enjoyment or benefit of the Members, including but not limited to, the landscaped areas at the entry way to the Property.

Section 1.6. "Declarant" shall mean Narrows II Partnership and its successors and assigns, but only if the rights of Declarant are specifically assigned to the successors in writing.

Section 1.7. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this Declaration, as they may from time to time be amended.

Section 1.8. "Federal Mortgage Agencies" shall mean those federal agencies which may have an interest in the properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the successors to their interests.

Section 1.9. "First Mortgagee" shall mean a lender who holds the first mortgage on a Lot and who has notified the Association in writing of its holdings.

Section 1.10. "Lot" shall mean any numbered parcel of land shown upon any recorded subdivision map of the properties, with the exception of the Common Areas or other areas set aside for nonresidential use.

Section 1.11. "Member" shall mean every person or entity who holds membership in the Association.

Section 1.12. "Mortgage" shall include a deed of trust or other security instrument.

Section 1.13. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 1.14. "Owner" shall mean every person or entity, including Declarant, which is a record Owner of the fee simple title to any Lot, or if any Lot is sold under real estate contract, the vendee or vendees under that contract; provided, however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

Section 1.15. "Property" shall mean the real property described on Exhibit "A".

## ARTICLE II

### Common Areas

Section 2.1. Declarant to Convey. The Declarant shall deliver to the Association, a warranty deed for Tracts C and D as shown on the Plat of The Narrows (the "Common Area"). *Site C*

Section 2.2. Owners' Easements of Enjoyment. Each Owner shall have a right and a nonexclusive easement of enjoyment in and to the Common Areas and for ingress and egress over and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

(b) The right of the Association to dedicate or transfer by deed or easement all or any part of the Common Areas to any public agency, authority, or utility. No such dedication or transfer shall be effective without the approval of two-thirds (2/3) of each class of Members.

Section 2.3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or his guests, subject to the limitations set forth above.

Section 2.4. Association to Maintain. The Association shall maintain, repair, replace, and improve the following properties as appropriate for a first-class residential community, and shall pay the actual cost of the same from annual or special assessments as appropriate:

- (a) The Common Areas;
- (b) All storm drainage systems located within the private storm drain easements depicted on the Plat of The Narrows;
- (c) The landscaping island located at the easterly entrance to Sixth Avenue; and,
- (d) Community mailboxes.

### ARTICLE III

#### Association

Section 3.1. General. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 3.2. Classes. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be divisible and exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class "B". The Class "B" Member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of either of the following events, whichever occurs earlier:

(i) When the total votes in the Class "A" membership equal the total votes in the Class "B" membership.

(ii) On October 1, 1997.

Section 3.3. Board of Directors. The Association shall be managed by a Board of Directors, elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association. Notwithstanding the foregoing, the Declarant shall have the right to appoint all members of the Board of Directors until such time as all Lots have been sold.

Section 3.4. Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice, and without cause upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. The Members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors.

#### ARTICLE IV

##### Easements

Section 4.1. Easement for Association. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

(a) The cleaning, maintenance, or repair of any home or Lot as provided in Section 6.2 (this easement shall also include the reasonable right of entry to the interior of any building, to the extent necessary to perform the work described in that section).

(b) The maintenance, repair, replacement, or improvement of any Common Area accessible from that Lot.

(c) The maintenance, repair, replacement, or improvement of the storm drainage system located within the private storm drain easements depicted on the Plat of The Narrows.

(d) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or the improvements thereon.

(e) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do.

(f) Maintenance and restoration of the landscaped area between the Lot boundary and curb adjacent to each Lot which the Owner is required to maintain but has failed or refused to do.

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Lot Owner.

Section 4.2. Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section 4.3. Easement for Declarant. The Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary for or related to the development or maintenance of The Narrows.

## ARTICLE V

### Assessments

Section 5.1. Covenants for Maintenance Assessments.

(a) Declarant, for each Lot owned by it, agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements.

(b) The annual 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.

(c) 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.

Section 5.2. 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 of the Property, and the improvement, maintenance and repair of the Common Area and the services and facilities related to the use and enjoyment of said area, for the payment of taxes and insurance on the Common Areas, and for the improvement, maintenance and repair of the storm drainage system within the private storm drainage easements depicted on the Plat of The Narrows.

Section 5.3. Maximum Annual Assessments. The Board of Directors shall establish the maximum annual assessment which may, from time to time, be increased subject to the following conditions and limitations:

(a) After January 1, 1991, and until such time as the Class "B" membership ceases to exist, the Board of Directors may fix and increase the maximum annual assessment as necessary to fulfill the purposes set forth above.

(b) From and after the date upon which the Class "B" membership ceases to exist, the maximum annual assessment may not be materially increased without an affirmative vote of two-thirds (2/3) of the Class "A" members who are voting in person or by proxy, at a meeting duly called for such purpose pursuant to Section 7 of this Article. A "material increase" shall be an increase which, cumulatively for the Association's fiscal year, increases the annual assessment by a percentage in excess of the percentage increase in the Consumer Price Index over the twelve (12) month period ending one (1) month before the start of the fiscal year. The Consumer Price Index shall be that applicable to "All Urban Consumers" published by the Bureau of Labor Statistics for the area which includes The Narrows, or if that index is terminated or superseded, a comparable measure.

(c) Until such time as the Class "B" membership ceases to exist, the Declarant shall pay the amount of any short-

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fall between the actual annual assessments and the actual out-of-pocket costs of maintaining the Common Area. In no event shall Declarant be required to contribute to the creation of a reserve fund as described below.

Section 5.4. Board to Fix Annual Assessment. The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum at least fifteen (15) days prior to the start of the fiscal year. Written notice of the annual assessment shall be sent to every Owner. In the event the Board fails to fix an annual assessment for any fiscal year, then the assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual 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.

Section 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments 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 the necessary fixtures and personal property related thereto, or of any portion of the storm drainage system; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose pursuant to Section 7 of this Article.

Section 5.6. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots assessed.

Section 5.7. Notice and Quorum For Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting conducted pursuant to Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall include a statement of the purpose for which the meeting is to be held. At the first meeting called for the purposes set forth in Sections 3 and 5, the presence of Members or of proxies entitled to cast Sixty (60%) Percent of all the votes of each class of 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 herein, and the required quorum at any such subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.8. Commencement of Annual Assessments. The annual assessments shall commence as to each Lot within the Property on the first (1st) day of the month following the initial conveyance of the Lot to anyone other than a Builder Owner. Until October 1, 1991, Declarant shall pay the shortfall, if any, between the actual cost of maintaining the Common Area and the amount of assessments collected; however, in no event shall Declarant be obligated to contribute to Association reserves. The first annual assessment on any Lot shall be adjusted according to the number of months remaining in the calendar year.

Section 5.9. Certificate. The Association shall upon demand 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 Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 5.10. Effect of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid when due shall be delinquent. A late charge equal to Five Percent (5%) of the amount overdue shall be charged for any payment made more than 10 days past the due date. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of Twelve Percent (12%) per annum, and the Association may bring an action at law against the Owner obligated to pay the assessment, or may foreclose the lien against the Lot, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for annual or special assessments by nonuse of the Common Area or by abandonment of his Lot.

Section 5.11. Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee of a Mortgage of record or other purchaser of a Lot obtains possession of the Lot as the result of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, such

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possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his successors and assigns.

Section 5.12. Exempt Property. The following Property shall be exempt from the payment of annual and special assessments:

(a) All portions of the Properties dedicated to and accepted by a local public authority.

(b) The Common Areas and other areas set aside for nonresidential use.

## ARTICLE VI

### Maintenance

Section 6.1. Association Obligation. After any applicable warranty periods have ended, the Association shall be obligated to maintain, repair and replace the Common Areas, and the storm drainage system within the private storm drainage easements depicted on the Plat of the Narrows. All expenses incurred in performing this work shall be paid for by the Association and become part of the assessments described above. However, any work required as the result of the negligent or intentional act or omission of any Owner or his or her guests, family or tenants shall be paid for exclusively by such Owner and shall become part of the assessments levied against the property owned by such Owner.

Section 6.2. Owners' Obligation. Each Owner shall have the obligation to maintain his or her Lot, including landscaping, and any building or improvements located on the Lot to standards appropriate for a first-class residential community. Each Owner is also obligated to maintain any landscaping installed between the Lot boundary and the curb of adjacent streets. (If the Owner of any Lot fails to so maintain the Lot, buildings, landscaping and other improvements to those standards, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to clean, repair, maintain, and restore the Lot and the exterior of the buildings and other improvements; provided, however, that any alteration or demolition of constructed improvements may only take place after judicial proceedings are

instituted. The cost of such exterior maintenance and all court costs, and attorney's fees incurred in enforcing this provision shall be added to and become part of the assessments for such Lot, fully subject to the remedial provisions set forth in Article V.

## ARTICLE VII

### Private Road, Native Growth Area and Tree Height

Section 7.1. Private Road. Tract A in the Plat of the Narrows shall be conveyed in undivided one-quarter ( $\frac{1}{4}$ ) interests to the Owners of Lots 23, 24, 25 and 26 in the Plat of The Narrows, to provide those Lots with access and utilities. Tract A shall also be subject to a perpetual easement in favor of Lots 22 and 27 for access and utilities. All costs of maintaining the improvements on Tract A shall be paid in equal shares by the Owners of the Lots 23, 24, 25 and 26 in any case; the Owners of Lots 22 and 27 shall also pay an equal share of those costs, but only in the event they use Tract A as a principal means of accessing their respective properties. Decisions as to the maintenance, repair and replacement of improvements on Tract A shall be made by any three (3) Property Owners sharing the cost of such work as described above. The Owners who undertake the work may assess the other responsible Owners, and such assessments shall be paid in the same manner and subject to the same enforcement provisions as established in this Declaration for Association assessments.

Section 7.2. Native Growth Area. A Native Growth Area shall be maintained along the rear Lot lines of Lots 33-47 within the "ravine" as delineated on the Narrows plat, although the ACC shall have the right to establish the final boundaries of the Native Growth Area. Within the Native Growth Area, landscaping is restricted to the existing native trees and shrubs, and supplemental plantings of the same type. No trees or shrubs may be removed from this area except with the permission of the ACC. Native vegetation which is removed without the permission of the ACC will be replaced at the Lot Owner's expense in plantings of a size and number established by the ACC.

Section 7.3. Tree Height. No tree shall be allowed to grow to a height of more than 25 feet above the adjacent ground unless the ACC determines that increased height would not have a material adverse affect on the view from the other lots. The Association shall specifically have the right to trim offending trees at the Owner's expense, after reasonable notice. In addition, no tree shall be permitted to grow on the sloped area

long the easterly portion of Lots 5 through 21, to more than 25 feet above the adjacent ground level at the toe of the slope. Declarant reserves the right to make this latter restriction enforceable by the owners of adjacent property outside of the Narrows plat, by recording a written instrument assigning the right of enforcement.

## ARTICLE VIII

### Architectural Control Committee

Section 8.1. Appointment and Membership. There is hereby constituted an Architectural Control Committee (the "ACC"). The Declarant shall have the right to select the Members of the ACC so long as there is a Class B Member, except that as soon as there is a dwelling on the Property which is occupied by a resident, at least one Member of the ACC shall be a resident. Thereafter, the ACC shall be appointed by the Board. Initially, the ACC shall be comprised of Bert Paul and Pat Larkin of 2100 North 30th, Tacoma, Washington 98403, and Robert Stewart of 1160 140th Avenue N.E., Suite E, Bellevue, Washington 98005. A majority of the ACC may designate a representative to act for it, which representative shall be known as the Control Architect. Neither the Members of the ACC, nor the Control Architect, shall be entitled to any compensation for services performed pursuant to these covenants.

Section 8.2. Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request.

Section 8.3. Meetings; Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the Members of the ACC shall not receive any compensation for their services. All Members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

Section 8.4. Nonwaiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

Section 8.5. Liability. Neither the ACC nor any of its Members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval or for failure to approve any matter submitted to the ACC. The ACC or its Members may consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the ACC.

## ARTICLE IX

### Architectural and Landscape Control

Section 9.1. Approval of Plans Required. Except as provided in Section 9.2 below, none of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC:

(a) The construction of driveways.

(b) The construction or erection of any building (including outbuildings), sign, fence, wall or other structure, including the installation, erection, or construction of any solar collection device.

(c) The remodeling, reconstruction, or alteration (including the painting) of any building or other structure or driveway.

Section 9.2. Approval Not Required. Notwithstanding any provision of this Declaration, the approval of the ACC shall not be required for action taken by Declarant to develop the Property as a residential subdivision.

Section 9.3. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two (2) sets of plans and specifications showing:

(a) The size and dimension of the improvements;

(b) The exterior design;

(c) The exterior color scheme;

(d) The exact location of the improvement on the Lot;

(e) The location of driveways and parking areas;

- (f) The scheme for drainage and grading;
- (g) The proposed landscaping (which shall include the area between the curb and the sidewalk on the road frontage side of the Lot); and,
- (h) Proposed outdoor lighting.

Approval of such plans and specifications shall be evidenced by written notation on such plans and specifications, one (1) copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The ACC shall make its decision within 30 business days from the date the completed plans and specifications are submitted.

Section 9.4. Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with these covenants, other covenants covering the Property, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community because of unreasonable view impact on neighboring properties, or because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan.

Section 9.5. Conformity With Approved Plans. It shall be the responsibility of the ACC to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the action. If the ACC shall determine that the action does not comply with the plans and specifications as approved, it shall notify the Owner within that sixty (60) day period, and the Owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such other steps as the ACC shall designate.

## ARTICLE X

### Permitted and Prohibited Uses

Section 10.1. General. All Lots shall be used solely and exclusively for private one-family residences with appurtenant

garages. A building site shall consist of not less than one (1) Lot as shown on the recorded plan. No Lot shall be divided except that, with the permission of the ACC and the City of Tacoma, the boundary between two Lots may be adjusted. Any building or structure to be erected, constructed or maintained shall be commensurate in quality with the other homes in said subdivision.

Section 10.2. Dwelling Quality and Size. No home shall be permitted on any Lot without the prior approval of the Control Architect or ACC. It is the intention and purpose of these covenants to assure that all homes shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,750 square feet for a one-story home. A home of more than one story, shall include at least 1,850 square feet with at least 1000 feet on the ground floor. Roofs shall be constructed of cedar shakes, tile or comparable products approved by the ACC or Control Architect.

Section 10.3. Garages. Unless it is architecturally infeasible, all garages shall be incorporated in or made a part of the dwelling. On-site parking provisions for no less than two automobiles shall be provided in addition to garage automobile storage. Where a garage is not a part of a dwelling, it shall not be located closer than 20 feet from the front line of the building site (measured at the closest point of each said line).

Section 10.4. Animals. No animals, livestock (including goats and pigs) or poultry of any kind, other than household pets, shall be kept or maintained on any part of said Property. Dogs and cats, not to exceed a combined total of three, may be kept on any Lot. No animal shall be kept, bred or maintained for any commercial use or purpose. No reptiles shall be kept upon the premises under any circumstances. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of these covenants.

Section 10.5. Temporary Structures. No building or structure shall be moved onto any land embraced in 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 residence thereon, except that a garage or other small building or permanent structure may be erected for the storing of tools and other

articles but shall not be used for residence purposes. Nothing in this restriction shall prevent the temporary use of a construction shack and/or trailer during the construction of any approved dwelling or during the development of the Property by Declarant.

Section 10.6. Construction. The 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 six (6) months from the date of commencement of construction. Except with the approval of the Control Architect or the ACC, 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 Control Architect or ACC have been completed.

Section 10.7. Landscaping. The minimum amount specified in the architectural guidelines shall be expended for commercial landscaping on the "road frontage" side of the Lot. This will include areas between the Lot boundary and the curb of adjacent streets. The builder or Owner shall provide the ACC, if requested, with confirming evidence of such expenditure. In addition, each Owner shall be required to install street trees and sod in accordance with the Street Tree Plan adopted by the ACC. All front lawn landscaping, including street trees, shall be completed within thirty (30) days of the building final inspection unless the time period is extended by the ACC because of weather conditions.

Section 10.8. Fence Construction and Maintenance. Each Owner shall be required to construct fencing in accordance with the ACC Fencing Plan around any Lot boundary which is also the boundary of the Property covered by this Declaration. The Fencing Plan may exempt certain boundaries from this requirement. Such fencing shall be installed at the same time as required landscaping unless otherwise provided by the ACC. Each Owner shall be obligated to maintain this and any other fencing on its Lot in a manner suitable for a first-class residential subdivision and in accordance with guidelines adopted by the ACC. No Owner may paint or stain any fence on its Lot with materials or colors other than those established by the ACC. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall (the top of which does not extend more than two (2) feet above

the finished grade on the side of the wall being retained). All fence designs and colors must be approved by the ACC.

Section 10.9. Garbage and Refuse Disposal. No garbage, rubbish or cuttings shall be deposited on or left on a 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; then such material shall be placed within the Lot line of the building site upon which structures are to be erected and shall not be placed in the street.

Section 10.10. Nuisances. No noxious or undesirable thing or noxious or undesirable use of property in said subdivision whatsoever shall be permitted or maintained upon the Property. If the Control Architect or ACC shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive. The use of illegal fireworks and the use of motorcycles for purposes other than transportation to and from The Narrows shall be considered a nuisance and are prohibited.

Section 10.11. Signs. No sign of any kind shall be placed on the Property, except:

(a) signs, approved by the ACC, identifying the Owner and address; and

(b) signs designating a Lot or residence for sale or rent.

No such signs shall be of a size greater than four (4) square feet and shall not be of a nature offensive or obnoxious to persons owning Property within the subdivision. No business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed.

None of the foregoing provisions shall apply to signs placed upon the Property by the developer or professional builder during the initial development of the subdivision.

Section 10.12. Oil and Mining Operations. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pit, solid removing or topsoil stripping shall not be permitted on any of the building sites of the subdivision described herein. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structures designed for use in

boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 10.13. Individual Water Systems. No individual water supply systems shall be permitted on any Lot.

Section 10.14. Clotheslines. No clothesline shall be located on a Lot premises so as to be visible from the street, a private way, or other residential Lots or public areas.

Section 10.15. Fuel Tanks. No fuel tank shall be maintained above ground on any Lot, unless screened from view in a manner satisfactory to the Control Architect or the ACC.

Section 10.16. Excavation. Except with the permission of the Control Architect or the ACC, 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.

Section 10.17. Natural Drainage. Except with the approval of the Control Architect or the ACC, the natural drainage of any Lot shall not be changed.

Section 10.18. Exterior Lighting. Exterior lighting of any sort which is visible from any street or from any other Lot in this subdivision shall not be installed without first obtaining the permission of the Control Architect or the ACC.

Section 10.19. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded Property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection, unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 10.20. Vehicle Parking. No vehicle may be parked on any building Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard

surfaces and constructed only in accordance with the site plan approved by the Control Architect or the ACC. Only the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot.

No inoperable vehicles, motorcycles or other motorized apparatus shall be stored on the premises or the streets within the subdivision. No mechanical repairs shall be conducted upon the premises, except minor maintenance and mechanical work by a resident of the subdivision on said resident's private vehicle, provided that any such conduct be in a manner which is not offensive to persons residing in the neighborhood, is not unsightly, does not result in unusual noise or debris being placed upon the premises and is in keeping with the residential development here involved.

If an Owner refuses to remove an illegal vehicle, the Control Architect or the ACC shall have the power to remove the vehicle at the owner's expense. Except with the approval of the Control Architect or the ACC, landowners at no time shall keep or permit to be kept on their premises any house trailer, unattached camper, recreational vehicle (R.V.), mobile home, boat or boat trailer, unless the same is housed within a garage or located in the rear yard and suitably screened from view from street or park area.

Section 10.21. Repair of Vehicles or Equipment. No repair of dismantling of any automobile, motorcycle, other vehicle or equipment shall be permitted, except within a garage on the premises.

Section 10.22. Utility Lines; Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas (including satellite dishes) shall be erected, placed, or maintained on any part of such premises except as approved by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.

Section 10.23. Firearms. No firearms, including BB guns and the like, shall be discharged upon the Property.

## ARTICLE XI

### Insurance Requirements

The Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for a planned unit development project established by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association, so long as any of them are a mortgagee or Owner of a Lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association.

## ARTICLE XII

### Damage or Destruction

Section 12.1. In the event of damage or destruction to all or part of the Common Areas, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

Section 12.2. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement, and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of Fifty-One (51%) Percent of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least Sixty-Seven (67%) Percent of the first mortgagees (based on one [1] vote for each first Mortgage owned) or Owners (if there is no first Mortgage on that Lot) of the Lots.

### ARTICLE XIII

#### Condemnation

In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Area, and any balance remaining shall be distributed to the Association.

In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

No proceeds received by the Association as the result of any condemnation shall be distributed to a lot Owner or to any other party in derogation of the rights of the first mortgagee of any Lot.

### ARTICLE XIV

#### Mortgagees' Protection

Section 14.1. As used in this Declaration: (1) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (2) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (3) "institutional holder" means a mortgagee which is 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 any federal or state agency.

Section 14.2. The prior written approval of at least Seventy-Five (75) Percent of the first mortgagees (based on one vote for each first Mortgage owned) of the individual Lot shall be required for any of the following:

(a) The abandonment or termination of the PUD status of the project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(b) Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Owners Association, including, but not limited to, any amendment which would change the ownership interests of the Owners in this

project, change the pro rata interest or obligation of any individual Owner for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards.

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management (however this shall not be deemed or construed to require professional management).

(d) Partitioning or subdividing any Lot.

(e) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.

(f) Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and other improvements, the exterior maintenance of buildings and other improvements, the maintenance of common property walks or common fences and driveways, or to the upkeep of lawns and plantings in the Properties.

(g) Any act or omission whereby the Association fails to maintain fire and extended coverage on insurable properties common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

(h) Use of hazard insurance proceeds for losses to any Properties common property for other than the repair, replacement or reconstruction of such common property.

Section 14.3. Each first mortgagee (as well as each owner) shall be entitled to timely written notice of:

(a) Any significant damage or destruction to the Common Areas.

(b) Any condemnation or eminent domain proceeding effecting the Common Areas.

(c) Any default under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Lot subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.

(d) Any proposed abandonment or termination of the PUD status of this project.

(e) Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.

Section 14.4. Each first mortgagee shall be entitled, upon request, to:

(a) Inspect the books and records of the Association during normal business hours.

(b) Require the preparation of at its expense and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

Section 14.5. First mortgagees of any Lot may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and the first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

## ARTICLE XV

### General Provisions

Section 15.1. Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, and the Bylaws and rules

and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 15.2. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said condition, covenant, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

Section 15.3. Failure to Enforce. No delay or omission on the part of the Declarant or the Owners of Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver of or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

Section 15.4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 15.5. Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or visa versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeing to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development of The Narrows.





STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared R. CLINT NAMES, to me known to be a General Partner of NARROWS II PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_.  
My Appointment Expires: \_\_\_\_\_.

Consent to Declaration

The undersigned hereby consents to and approves the Declaration of Covenants, Conditions and Restrictions for The Narrows, dated the 25 day of November, 1991.

R. G. STEWART HOMES, INC., a  
Washington corporation

By: *RS*  
Robert G. Stewart  
Its President

The undersigned hereby consents to and approves the amended and restated Declaration of Covenants, Conditions and Restrictions for The Narrows, dated the 25 day of November, 1991.

WM. SHERMAN & CO., INC., a  
Washington corporation

By: *William A. Sherman Jr.*  
William Sherman Jr.  
Its President



**EXHIBIT A**

**Legal Description**

Lots 1 through 117, inclusive, Plat of the Narrows, according to plat recorded October 4, 1990 under Recording No. 9010040082 in Pierce County, Washington.