

Conditions and Easements for the Plat of PALMER LAKE ,

**Declaration of
Restrictions, Covenants, Conditions, and Easements for the Plat of
Palmer Lake**

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By instrument dated July 9, 1971 and recorded August 9, 1971

Under Auditor's 2404596, as follows:

WHEREAS, ROLAND & ROLAND, INC., a Washington corporation, has acquired certain real property in Pierce County, Washington, and is the owner of the property platted as Palmer Lake, according to the plat thereof recorded in Pierce County, Washington, and desires to establish a plan of private subdivision of all such properties accordingly, in order to provide for land use and maintenance of roads, water system, other utilities and recreational facilities for such properties as a part of such plan, ROLAND & ROLAND, INC. does hereby declare and establish the following restrictions, covenants and conditions appurtenant:

Article I Definitions

As used herein:

1. The word "Plat" shall refer to the plat of Palmer Lake and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by ROLAND & ROLAND, INC. as elsewhere provided herein.
2. The word " Lot " or "Lots" shall refer to lots as shown on any plat as defined herby.

3. The words “Real Property” shall refer to the real property included within any plat as defined hereby.

4. The word “Committee” shall refer to the Architectural Control Committee as created hereby.

5. The word “Club” shall refer to the Palmer Lake Beach Club, a nonprofit corporation formed for the purpose of providing services and recreational facilities to its members, including owners and residents of lots, as herein defined.

6. The word “Lake” shall refer to Palmer Lake or any other lake wholly or partially within or bounded by a plat as described herein.

Article II Building Restrictions

1. Except portions of the real property used for recreational purposes or common service facilities by Palmer Lake Beach Club, no lot shall be used for any purpose other than single family residential purposes. No dwelling residence, out building, fence, wall, building, pool or other structure shall be erected, altered, placed or maintained on any lot unless it shall comply with these restrictions and the following:

a. Each dwelling shall be of permanent construction and have no less than 320 square feet of enclosed area devoted to living purposes.

b. The exteriors, including roof and walls, of all structures on a lot shall be constructed of shakes or shingle materials, except flat roofs.

c. The foundation for each dwelling shall be constructed of concrete, cement brick or post and block or other similar material approved in writing by the Committee.

d. Any structure equipped with sanitary plumbing facilities within such structure shall be fully connected to a septic tank system of sewage disposal, designed, located and constructed in accordance with the rules and regulations and its installation approved by the Pierce County Health Department and any other governmental agency having jurisdiction, or to a public sewer system. No drain field may be located closer than 100 feet to the lake without the prior written approval of the Committee.

e. All structures shall conform to the setback requirements established by the resolutions, ordinances and regulations of the governmental authority having jurisdiction at the time of commencement of construction, but in no event may be constructed within twenty-five feet of the normal water edge of the lake without prior written approval of the Committee.

f. Prior to erection or placing of any structure upon a lot the plans and specifications therefore shall be submitted to and approved by the Committee, and the structure shall conform to such approved plans and specifications. In addition, all necessary permits shall be obtained from the county and other governmental agencies having jurisdiction.

2. Temporary structures such as trailers, garages or other out buildings may be maintained upon a lot only during the period of construction of a permanent dwelling thereon and in any event no longer the nine months. Any structures or quarters, not permanent in nature, must be removed upon demand of the Committee.

3. The work of construction, altering or repairing any structure on a lot shall be diligently prosecuted from its commencement until its completion, but in any event the exterior shall be completed within nine months of commencement.

4. No wharf, dock, float, moorage, land file, retaining wall, bulkhead or other artificial structure shall be constructed or maintained closer than twenty-five feet of the normal water edge of the lake, provided, however, that a wharf or dock not extending beyond twenty-five feet into the lake, and a suitable float for swimming or boating, may be maintained upon any lot, provided the same is approved in writing by the Committee prior to construction, and provided the same shall be subject to removal at any time for purposes of installation of utility services constructed or to be constructed in front of or upon any lot.

5. No house trailer or mobile home shall be permitted within the plat except in such areas as may be authorized and designated therefore by the Committee; provided however, temporary house trailers or mobile homes shall be permitted during construction as set forth in Section 2 above.

6. No fences over four (4) feet in height permitted without prior approval of the Committee.

Article III Land Use Restrictions

1. No firearms for purpose of hunting or target practice shall be permitted on the real property.

2. No animals shall be kept or permitted on the real property except for household pets which shall not unreasonably interfere with the use and enjoyment of any lot. No raising, breeding, training or dealing in animals shall be conducted on or from any lot.

3. No sign, billboard or advertising structures shall be located, placed or maintained on the real property. However, with the prior written consent of the Committee one sign of approved

style, not exceeding four square feet, may be placed on a lot improved with a residence to offer such property for sale. ROLAND & ROLAND, INC. reserves the right, for itself, its agents, successors and assigns to place signs on the real property. Any sign on the real property in violation hereof may be removed from the real property by the Committee.

4. Each lot shall be maintained in a clean, slightly condition at all times and be kept free of litter, junk, containers, equipment and building materials. However, the reasonable keeping of equipment and materials on a lot during construction of such lot shall be permitted. All refuse shall be kept in sanitary containers concealed from view, which containers shall be regularly emptied. No refuse or other waste materials of any kind may be thrown or deposited in the lake at any time.

5. All clotheslines, wood piles and storage facilities on a lot shall be screen from view of the roads and adjacent lots. No lot shall be used in whole or in part for storage of anything which will cause such lot to appear in an unclean, disorderly or untidy condition. No noxious or offensive activity shall be permitted on any lot nor shall anything be permitted on any lot that may be or may become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property.

6. No tree with a trunk in excess of six inches in diameter shall be removed or destroyed without the prior written consent of the Committee.

Article IV Architectural Control Committee

1. There shall be an Architectural Control Committee consisting of three members. The first members of such Committee shall be HOWARD ROLAND, ROBERT ROLAND and ROBERT RAMSEY. The address of the Committee shall be PO BOX 253 , Gig Harbor , Washington , until written notice of change of address is filed of record with the auditor of Pierce County. In the event of any vacancy on the Committee, the remaining members may designate a new member to fill such vacancy. At ant time the members of the Committee may transfer and assign the functions of the Committee to the directors or the Club. Such designation or transfer may be made by filling a written notice thereof with the Auditor of Pierce County , Washington.

2. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain the name and address of the person submitting the same and the lot involved, and shall set forth the following with respect to the proposed structure: the location of the structure upon the lot, the general design, the interior layout, the exterior finish, materials and color, including roof

materials and such other information as may be required to determine whether such structure conforms with these restrictions.

3. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the real property, which authority shall include, but not limited to, to the height, configuration, design and appearance of fences, walls, outbuildings, wharfs, pools, floats and other structures appurtenant to the use of a dwelling. Such determinations shall be binding on all persons.

4. Within thirty days after the receipt of plans and specifications, the committee shall approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion does not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown in the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, such plans shall be deemed approved.

5. The Committee may appoint advisory committees from time to time to advise on matters pertaining to the real property. No person on the Committee or acting for it shall be responsible for any defects in the plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

6. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided, that such variations so approved shall not be materially injurious to the improvements of other lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

Article V Common Facilities

1. Roland & Roland, Inc. shall, from time to time, convey to Palmer Lake Beach Club, a nonprofit corporation, certain properties and rights to be used and enjoyed as common facilities for the benefit of the members of the Club. There shall be one membership in the Club for each lot of each plat. Each membership for a lot shall be appurtenant to the title and shall be transferable only as part of the transfer of the title to the lot. Each such membership shall entitle the owners of the lot, the residents thereon and their families to enjoy the facilities of the Club, subject to the rules, regulations and payments as may now or hereafter be established by the Club, which rules, regulations and payments shall apply equally to all

memberships. Nothing herein shall preclude the Club from making its facilities and memberships available to such others as it deems advisable.

2. Portions of the real property used by the Club shall not be subject to the restrictions elsewhere imposed herein, but shall be used for common service facilities as the Club deems advisable for the benefit of its members. By accepting conveyances of properties from Roland & Roland, Inc. the Club and its members agree to comply with provisions for elsewhere herein shall be effective to such properties.

3. In order to provide for maintenance and improvement of the various Club properties, each grantee and vendee of lots, their heirs, successors and assigns, shall and do by act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to the Club the dues and charges levied accordingly to the Bylaws of the Beach Club and the provisions herein. In the event that such dues or charges remain unpaid to the Club for a period of sixty days after the due date then the Club may record a written notice with the Auditor of Pierce County, Washington, that it claims a lien

against the lot to which the membership is appurtenant for the amount of delinquent dues and charges, together with interest at the rate of ten per cent per annum from the due date until paid and attorney's fees as herein provided. From and after recording such notice, the lot to which the membership is appurtenant shall be subject to a lien to the Clubs security for such dues and charges in the amount designated therein with interest and attorney's fees and

such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Club shall recover a reasonable sum as attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record.

4. In consideration of the rights and liens conferred upon the Beach Club, it hereby agrees to

maintain the lake, dam, roads, drainage system, community beach and facilities, water level of the lake and any other facilities donated to or acquired by such club for the benefit of all of its members until such time, if any, that any of such functions may be assumed by a public authority. For this purpose such Beach Club joins in the execution of these restrictions, covenants, and conditions.

Article VI Easements And Reservations

1. The owners of each lot, their invitees and licensees, are hereby granted easement for ingress and egress over and upon all private roads shown in the plat of Palmer Lake or other plats subject to these restrictions, covenants and conditions, which easements of ingress and egress shall be appurtenant to such lot.

2. The owners of each lot are likewise hereby granted the right to use the lake and surface thereof for recreational and other purposes; provided, however, that no motor driven boats of any kind shall be authorized upon the lake.

3. Roland & Roland, Inc. hereby conveys and grants to Palmer Lake Beach Club the right, power and authority upon affirmative vote of a majority of its membership at any meeting called according to its Bylaws, to dedicate to public use, all or any part of the real property shown as roads upon the plat and to transfer to any governmental authority having appropriate jurisdiction all or any part of the easements, rights and authority it may acquire incident to providing utility services to its membership.

Article VII Miscellaneous Conditions

1. The covenants, restrictions, easements, rights, liens and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property any or all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting as interest in and to any portion of the real property shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

2. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provisions hereof shall constitute a waiver of a subsequent breach of the same provision or any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

3. The parties in interest in and to any part of the real property and the Club, for the benefit of the owners of the real property, and each of them shall have the right and authority to enforce the provisions hereof and, in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. Except for the foreclosure of the lien provided for in Paragraph 3 Article V, the prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees, together with the reasonable costs for searching and abstracting the public record, which sums shall be paid by the unsuccessful party.

4. All lots in this plat shall be provided water by public or private water company, and all lot owners are required to subscribe to such water system and to pay the established rates and charges. No private wells are permitted.

Article VIII Amendments

1. The provisions hereof may be amended, changed, revoked, or terminated in whole or part anytime by written instrument signed by the owners of a seventy-five (75%) per cent majority in area of the real property and recorded with the Auditor of Pierce County, Washington.

2. For the purposes of this Article VIII, the word “owner” shall mean any person, firm, or corporation holding either fee title or a vendee’s interest under a real estate contract as shown by the records of Pierce County, Washington, to the exclusion of any lesser interest.

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