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PIERCE COUNTY, WASHINGTON

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

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS & RESTRICTIONS FOR
SOUTH FORK ESTATES**

Grantor: South Fork Estates, L.L.C., a Washington Limited Liability Company
Grantee: South Fork
Legal Description (abbreviated): Lots 1 through 76 of the plat of South Fork Estates recorded
under Pierce County Auditor's Recording No. 20010906 5012
Complete Legal is on Page 3 of Document.
Assessor's Tax Parcel No.: 041913-3-700

The Declarants herein as the owners in fee of the real property legally described in this Declaration, hereby covenant, agree, and declare, that all of the properties and housing units constructed on the properties 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 properties for the benefit of all the properties 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 properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any lot on the properties 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:

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By *E. Drury* Auth. Sig

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 homeowner's association formed as a nonprofit corporation for the purpose of administering/his Declaration.

4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

5. "Bylaws" shall mean the Association's Bylaws and any amendments.

6. "Common Areas" shall 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 under the above referenced recording number.

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

8. "Developer-Declarant" The Developer-Declarant shall mean the South Fork Estates, LLC, a Washington Limited Liability Company, however Developer shall also include any entity which acquires multiple lots for purposes of constructing residences thereon. Until such time as any entity or entities have acquired all of the lots owned by South Fork Estates, LLC, then South Fork Estates, LLC shall also be considered a developer and shall jointly exercise all rights reserved to developers as set forth in this Declaration.

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 mote or deed of trust against a Lot or Housing Unit thereon.

12. "Lot" shall initially refer to one of the Lots located in the Real Property described herein. At such time as additional Adjacent Real Property may be subjected to the Declaration. "Lot" shall include those lots shown on and included in the plat of Adjacent Real Property.

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 ocher portion of the Properties.

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.

17. "Real Property" that is subject to this declaration is legally described as Lots 1 through 76 of plat of South Fork Estates.

18. "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.