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PIERCE COUNTY, WASHINGTON

After Recording Return To:  
Westbrooke II Homeowners Association  
P.O. Box 65102  
University Place, WA 98464-1102

**RESTATEMENT OF DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WESTBROOKE DIVISION II**

**INTRODUCTION**

Upon recording with the Pierce County Auditor, this Restatement of the Westbrooke Division II's Declaration of Protective Covenants, Conditions and Restrictions does hereby replace in their entirety Pierce County Auditor's Numbers 9404290790 and 9511270144 (Declarations of Protective Covenants, Conditions and Restrictions Westbrooke (Div. II) Phases 1 and 2 respectively), and all associated amendments thereto previously recorded. This Restatement includes and applies to all Lots (1-76) within Westbrooke Division II, both Phase 1 and Phase 2, the Plat maps having previously been recorded under Pierce County Auditor's Numbers 9404290791 and 9512130433 respectively.

The intent of this Restatement is to unify Phase 1 and Phase 2 of Westbrooke Division II under one Declaration of Protective Covenants, Conditions and Restrictions.

**ARTICLE I**

**1.1 DECLARATION**

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

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**1.2 TERM**

This Restatement shall be effective for an initial term expiring December 31, 2026 and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten (10) year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Restatement.

**1.3 ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee (ACC) shall consist of not more than three (3) members who shall all be appointed by the Board of Directors (Board) of the Westbrooke II Homeowners Association (Association). The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation.

**ARTICLE II**

**2.1 EASEMENTS**

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

**2.2 SETBACKS**

No buildings, sheds or outbuildings of any kind shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by the Municipality of University Place and the County of Pierce.

**2.3 SIGHT DISTANCE**

No fence, wall, tree, hedge or other mass planting which obstructs sight lines at elevations between two (2) and six (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 the line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the ten (10) feet from the intersection of a street property line with the edge of a driveway. In any event no fence will be permitted beyond the front of the said house.

#### **2.4 WETLAND TRACTS A & B**

It is hereby agreed and understood by all parties that Tracts A & B, as noted on face of plat, are hereby dedicated as Open Space and Wetland Habitat areas. Therefore it is strictly understood that no construction, invasion, violation and/or intrusion by either man and/or machinery is permissible. The only exceptions to the aforementioned would be for purposes of plant re-vegetation and/or fencing maintenance. It is further hereby agreed that each property owner shall share a 1/76th cost of taxes, liability, ownership and maintenance applicable to the same.

### **ARTICLE III**

#### **3.1 CONSTRUCTION APPROVAL**

No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of same shall be submitted to and approved in writing by the ACC. The ACC requires a separate set of plans for each Lot to be approved.

If the ACC fails to approve or disapprove such design and location within thirty (30) days after submittal to the committee, this Article will be deemed to have been fully complied with. All plans and specifications shall be submitted to the ACC at the following address: P.O. Box 65102, University Place, WA 98464 or such other address as may hereafter be given in writing to the Lot owners by the Association or the ACC.

#### **3.2 CONSTRUCTION TIME**

Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting and front yard landscaping, within nine (9) months from the issuance of the building permit except for reasons beyond control of the Lot owner, in which case landscaping must be completed within the nine (9) month time period.

### **3.3 SIZE OF IMPROVEMENTS**

The total floor area of any dwelling on a Lot, exclusive of open porches and garages, shall not be less than 2,000 square feet. In the case of a split level, two-story residence, the building footprint, exclusive of open porches and garages, shall contain not less than 1,000 square feet.

### **3.4 ROOFS**

All roofs shall have a minimum slope of 4 in 12 and shall be constructed of cedar shake, cedar shingle, or approved tile. Any exception to these materials must be approved in writing by the ACC prior to construction.

### **3.5 DRIVEWAYS**

All driveways shall be concrete, unless approval for use of other material is granted in writing by the ACC.

### **3.6 FENCES**

No fence, wall or hedge shall be erected or placed on any Lot nearer to any street than the minimum building setback lines, or the actual building set back lines, whichever is further from the street, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fences shall be constructed only of wood. Fences shall not exceed six (6) feet in height. Any hedge or shrub "fencing" shall be subject to the same restrictions. Any type of chain link or metal fence is specifically prohibited.

Fences bordering the green belt areas shall be erected with the finished side facing the green belt areas. No fencing shall be permitted in the front yard. On corner Lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. The shape, design and materials for all fencing must be approved in writing by the ACC prior to construction.

### **3.7 GARAGES**

Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted and must be a minimum of two (2) car garage and no more than three (3) car garage. There shall be no separate or additional garage placed on the Lot.

### **3.8 "STICK-BUILT" CONSTRUCTION**

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

### **3.9 ANTENNA**

No Lot owner shall be permitted to install, erect or maintain any antenna or satellite dishes unless such installation, erection or maintenance has been approved in writing by the ACC as to size and location. The Board may adopt Rules and Regulations governing the installation of satellite dishes within Westbrooke Division II.

### **3.10 EXTERIOR FINISHES**

All exterior finishes shall be of cedar siding, OSB lap siding, brick or stone. Any exception to these materials must be approved in writing by the ACC prior to construction. In no case will T-111 or equivalents be allowed on any house within Westbrooke Division II. The entire house must be painted or stained in colors acceptable to the ACC. All metal fireplace chimneys shall be either wood or stone wrapped. All colors must have ACC written approval to be used.

### **3.11 YARD LIGHT**

Every Lot is required to have a yard light in the front yard, which is to be located five (5) feet from the inside of the front property line and five (5) feet from the side of the driveway in which the front door is located. The yard light and structural base must be submitted and approved by the ACC prior to installation.

## **ARTICLE IV**

### **4.1 BUSINESS OR COMMERCIAL USE**

All Lots within Westbrooke Division II shall be used solely for private single-family residential purposes and not for business purposes; provided, however, that with such single-family residences the owner(s) thereof may, upon written application to the Board, request permission to operate a home-based business.

The Board shall be authorized, but not obligated, to grant such approval and such approval may only be granted, in the sole discretion of the Board if 1) all applicable governmental zoning and land use classifications lawfully permit such usage, AND, 2) the business owner(s) are licensed by all applicable governmental authorities to operate such a business, AND 3) the owner(s) of said Lot(s) agree to indemnify and hold the Association fully harmless from any and all liability and causes of action arising by virtue of said business, AND 4) such operation does not interfere or otherwise violate any other provisions of this Declaration, including but not limited to Vehicle Parking and Signage restrictions. Should the Board give written authorization for such usage, such authorization

may be revoked by at least five (5) days prior written notice delivered to the owner(s) should the owner(s) operating the business fail to strictly adhere to the provisions contained within this Declaration as well as any additional Rules and Regulations imposed, from time to time, by the Board. Revocation may be appealed by the homeowner consistent with the Association's Rules and Regulations.

No goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, are permitted to be kept or stored outside any building on any Lot. Nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any Lot. Any exception to this must receive written consent from the ACC.

#### **4.2 MAINTENANCE OF STRUCTURES AND LANDSCAPING**

All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be watered, maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the Association with respect to individual cul-de-sacs and/or streets. All Lots shall be kept free from litter and debris.

For the benefit of the property owners and the surrounding communities, the Association shall be responsible for maintaining the perimeter landscaping, fencing and sidewalks. Maintenance shall include keeping the perimeter landscaping, fencing and sidewalks in good repair and free of debris and immediately replacing any unhealthy landscape plants. Replacement shall be completed within two (2) weeks of notification.

#### **4.3 VEHICLE PARKING AND STORAGE**

No vehicle may be parked on any sidewalk areas or building Lots, except on designated and approved driveways or parking areas which shall be hard-surfaced. For not only the aesthetic appeal of the community, but for the safety of residents and guests, garages and driveways located entirely on the Lot are to be utilized first for the parking of all vehicles. Only in the event of overflow should vehicles be parked on the street. All on-street parking shall be parallel to the sidewalk. The Board may adopt Rules and Regulations that establish conditions and procedures for temporary parking by owners in the street.

No recreation vehicles and/or commercial vehicles, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, trailers and construction/maintenance equipment, whether operable or not, of any kind shall be parked or stored visible from the street. No unsightly vehicles shall be permitted upon the property nor shall any abandoned or disabled vehicles be stored upon the property for more than 48

hours. THERE SHALL BE NO PARKING ALLOWED OF ANY VEHICLE OF ANY KIND WHATSOEVER AT ANY TIME ON THE ROLLED CURB AND SIDEWALK LOCATED WITHIN THE PLAT OF WESTBROOKE DIVISION II. The Board may adopt Rules and Regulations that establish conditions and procedures for parking by owners on the street.

#### **4.4 PETS**

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

#### **4.5 GARBAGE AND TRASH**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse piles, vehicles, underbrush, compost piles or other unsightly growth shall be allowed to accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard. No building material of any kind shall be placed or stored upon the property until the owner is ready to commence construction, and then such material shall be placed within the boundary lines of the Lot.

#### **4.6 NOXIOUS OR OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything or any activity be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value. Noxious or offensive activities may include, but are not limited to, excessive or unnecessary noise generated by vehicles, persons, appliances or pets.

#### **4.7 WATER AND SEWAGE SYSTEMS**

No individual water supply system shall be permitted on any Lot. No individual sewage disposal system shall be permitted on any Lot, unless the system is designed, located and constructed in accordance with requirements, standards and recommendations of all governmental agencies having jurisdiction of such systems.

#### **4.8 TEMPORARY RESIDENCE**

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

#### **4.9 OUTSIDE STORAGE BUILDING**

An outside storage building that has the same or similar siding, matching roofing materials and matching colors to the house that they will serve and are of ACC approved design are allowed in the rear yard. Any and all buildings must be approved as to location, colors, design, size and materials prior to commencing construction.

#### **4.10 DRILLING, MINING, ETC.**

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

#### **4.11 SIGNS**

All signs for the sale, lease or rental of property for display to public view are prohibited except one (1) sign not to exceed 500 square inches which advertises the property whereon posted. The ACC shall have sole jurisdiction on all additional signs within the boundaries of Westbrooke Division II, including any and all common areas if any. "A" Boards that advertise "Open House" will be allowed if taken down daily.

The outdoor display of political yard signs by an owner or resident on the owner's or resident's property before any primary or general election is permitted consistent with RCW 64.38.034. All such signs must be removed from the property within three (3) calendar days following the date of the primary or general election to which the sign refers. The Association may impose limitations in the Rules and Regulations regarding the placement and manner of display of all such signs.

#### **4.12 HOLIDAY DECORATIONS/LIGHTS**

Homeowners may place outside decorations on their Lot no more than thirty (30) days prior to any generally recognized holiday. All decorations must be removed twenty (20) days after the holiday.

#### **4.13 DISPLAY OF THE FLAG OF THE UNITED STATES**

All flags of the United States displayed on any Lot within Westbrooke Division II must be done so in a manner consistent with 4 U.S.C. Sec. 1 et seq. The Board may adopt Rules and Regulations that reasonably regulate both the placement and the manner of display.



All flagpoles used for the display of the flag of the United States on any Lot within Westbrooke Division II must comply with all Rules and Regulations adopted by the Board regarding the location and the size of the flagpole. Written ACC approval is required prior to the installation of any flagpole within Westbrooke Division II.

#### **4.14 UNLICENSED MOTORIZED VEHICLES**

Except as provided for in the Rules and Regulations, the operation of unlicensed motorized vehicles is strictly prohibited on any Lot, street or common area within the boundaries of Westbrooke Division II. Motorized vehicles may include, but are not limited to, motorcycles, dune buggies, scooters, mini-bikes, go-carts, snowmobiles or any other vehicle powered by a motor of any kind.

#### **4.15 OUTDOOR PLAY/SPORTS EQUIPMENT**

Lot owners planning to place outdoor play/sports equipment, including but not limited to swing sets, jungle gyms, sport courts and basketball hoops/backboards that are to be secured in the ground, with or without concrete, must obtain written approval as to location from the ACC prior to their installation.

#### **4.16 FIREARMS**

The shooting of any type of weapon or firearms is prohibited within Westbrooke Division II, including but not limited to B-B guns and pistols, pellet guns and sling shots.

#### **4.17 HOMEOWNER'S ASSOCIATION**

Every Lot owner by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the Westbrooke II Homeowners Association, for the purpose of owning property and property rights as common area for the benefit of homeowners, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself.

#### **4.18 ANNUAL AND SPECIAL ASSESSMENTS**

Every Lot owner is further deemed to covenant and agree to pay when due all Annual Assessments, Special Assessments and/or any other charges that may be levied from time to time by the Association in accordance with this Declaration and/or the Articles of Incorporation of the Association. Billing for each year's Annual Dues Assessment will occur on or before the 31<sup>st</sup> day of December of the preceding year and will become due in full on the 15<sup>th</sup> day of January of the applicable year.

Any such sums not received by the Association within thirty (30) days of the date due shall be charged a late fee of ten percent (10%) of the amount owing, and the entire sum shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Furthermore, all collection costs associated with the Association's efforts to collect such sums, including but not limited to reasonable attorneys' fees, shall become the obligation of the owner of the property at the time when the assessment fell due. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the Lot. Homeowners more than sixty (60) days delinquent in the payment of their Assessments shall have all Association voting rights suspended until full payment of all Assessments and associated costs have been received by the Association.

#### **4.19 COMMON EXPENSES**

The following expenses shall be considered in common with all Lot owners: operation and maintenance of street lighting (where applicable), operation and maintenance of common area sprinkler systems, operation and maintenance of security gates, maintenance of common area roadways and landscaping, including all perimeter landscaping, fencing and sidewalks, maintenance of signage, fencing where applicable, monumentation, gazebos, sitting structures, and mail box structures, the operation and maintenance of common areas including designated common areas, and operation and maintenance of the storm sewer system. Same to include execution of a contract with a company to clean said system at the discretion of the Board, but not to exceed every fourth year commencing from the date of installation. Said company shall have the required expertise and equipment necessary to complete the aforementioned in a workmanlike manner consistent with industry standards. Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate by the Board. Common expenses do not include interior sidewalks frontage to each Lot, which is the financial responsibility of the Lot owner(s).

Each Lot owner shall pay an assessment that will go to a fund intended for payment of common maintenance expenses. The fund shall be administered by the Association for the benefit of the homeowners. The Association shall determine the amount of funds necessary to maintain expenses, and the membership shall have the authority to approve or disapprove of the appropriate annual and special assessments to be paid by all Lot owners.

#### **4.20 NON LIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS**

Neither the ACC nor the Association, or any member thereof, shall be liable to any owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

## ARTICLE V

### 5.1 AMENDMENT

This Declaration can be amended by an affirmative majority of Lot owners. Notwithstanding the above, no provision with respect to maintenance of perimeter landscaping, fencing and sidewalks may be amended. Said provisions are for the benefit of surrounding communities.

### 5.2 ENFORCEMENT

The Association or the ACC shall have the right to enforce any provision of this Declaration to recover damages plus 15% for administration expenses resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, the Association, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. The Association may also levy reasonable fines for violations of the provisions of this Declaration following the adoption and publication to the membership of Rules and Regulations.

Failure of the Association or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

Any and all Rules and Regulations require approval by a majority of the membership prior to their adoption, implementation and enforcement within Westbrooke Division II. No person shall be subject to fines without prior written notice of the offense and an opportunity to be heard. Any person for whom a notice of fine has been imposed who deems that such fine was unfairly imposed may appeal from the imposition of the fine by filing a statement to that effect with the Board, or representative designated by the Board, and in accordance with such procedure as provided in the Declaration, the Bylaws or the Rules and Regulations.

### 5.3 SEVERABILITY

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

