



Academy Terrace Homeowners' Association
P.O. Box 64121
University Place, WA 98464
www.athoa.net

2373851

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 24th day of December, 1970 by KELLEY MELBY PEASE, INC., a Washington Corporation, hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property platted as ACADEMY TERRACE as shown on plat recorded in Volume 42 of plats, pages 1 through 4, records of Pierce County, Washington.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Academy Terrace Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance at the first lot is described as follows;

Tracts A and G of the plat of Academy Terrace, per plat recorded in Volume _____ of _____ plats, pages ____ through _____ records of Pierce County, Washington.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner; for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey for simple title to the Common Area to the Association free and clear of all encumbrances and liens prior to the conveyance of the first Lot to a homeowner-occupant.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The association shall have two classes of voting membership;

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one 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 exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- b) On the 31st Day of December 1975.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot or Lots by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay the Association, as hereinafter provided; (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them: PROVIDED, however, that in the case of

a sale of any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the Owner immediately prior to the date of any such sale, contract, or assignment shall be personally liable only for the amount of the installment due prior to said date. The new Owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties, including without limitation, the construction, establishment, improvement, repair, and maintenance of the Common Area and services and facilities related to the use and enjoyment of the Common Area, including but not limited to, the maintenance and repair of any roads, and any underground utilities which are part of the Common Area, the payment of taxes and insurance on the Common Area, the installation and maintenance of the median or boulevard planter strips on the streets located within the subdivision, street lighting charges, and fees incurred in the management and operation of the Common Area and facilities.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows;

1. Owners of undeveloped Lots, thirty percent (30%) per month per Lot of the amount provided herein under subsection (a) (2) per month per improved Lot; and
2. Owners of developed Lots. Two Dollars (\$2.00) per month per Lot.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner:

1. The maximum monthly assessments for Lots may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.
2. The maximum monthly assessments for Lots may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
3. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments against Lots for capital improvements upon the Common Area. Any such levy by the Association shall be 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; PROVIDED, 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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under section 3 and 4 shall be sent to all members no less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as provided in section 3 of this article, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. As to all Lots, the liability for the monthly assessments provided for in section 3 of this article shall begin on the first day of the calendar month following the conveyance of the Common Area. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under section 4 of this article shall be fixed by the resolution of the Association authorizing such assessment.

Section 8. Effect of Nonpayment of Assessments; Remedies. If any assessment is not paid within 30 days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No Owner shall be relieved of liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington shall be exempt from the assessments created herein. However no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

MAINTENANCE

Section 1. Common Area. The Association shall maintain,

- 1) all common properties and facilities, including but not limited to all roads and underground utilities located on common property; 2) the median or boulevard planter strips located on streets within the properties; and 3) all streets lighting facilities. The cost of such maintenance shall be paid for from assessments collected by the Association.

Section 2. Exterior Maintenance of Residential Lots. Individual home owners shall be obligated to provide exterior maintenance on his own Lot. However, in the event an owner of any Lot subject to assessments shall fail to maintain the premises and exterior of the

improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its agents or employees to enter upon said premises and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon and the cost of such exterior maintenance shall be added to and become a part of the monthly assessment for the Lot on which that work was performed and shall constitute a lien thereon.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. By Association. Annexation of additional properties other than properties within the general plan of development above-referred to shall require the assent of two-thirds (2/3) of the entire number of each class of the members of the Association given at a meeting duly called for that purpose. In the event that two-thirds (2/3) of each class of members are not present at such meetings, members not present may give their assent in writing. The notice and quorum provisions of Article IV, section 5, shall be applicable to such meeting.

Section 2. By Declarant. If within ten years of the date of recording of this declaration, the Declarant should develop additional lands within the area described in Exhibit A attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: PROVIDED, however, that the development of additional lands described in this section shall be in accordance with the general plans submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the real property described above at page 1. Detail plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Declarant, the annexation of the additional lands shall require the assent of two-thirds (2/3) of the entire number of each class of the members of the Association in accordance with the foregoing section 1.

ARTICLE IX

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. The terms “residential lot” as used herein, means all of the Lots now or hereafter platted on the existing property with the exception of the common properties. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling for single-family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than two standard size passenger automobiles; PROVIDED, that the site plan for additional lands to be annexed may provide for the erection of Townhouses encompassing multiple Dwelling Units. (A “Townhouse” means a building containing two or more Dwelling Units which share one or more common walls with other Dwelling Units and with each Dwelling Unit individually occupying an individually owned Lot. A “Dwelling Unit” means any portion of a Townhouse designed and intended for use in occupancy as a residence by a single family.)

Section 2. Business and Commercial Use of Property Prohibited. No trade, craft, business, professional, commercial, or activity of any kind shall be conducted or carried on upon any residential Lot, or within any building located on a residential Lot, nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description), or materials or

supplies used in connection with any trade, service, or business, wherever the same may be conducted, or vehicle in excess of 8,000 pounds gross weight (including buses, trucks, trailers of any description) used for private purposes, be kept, parked, stored, dismantled, or repaired outside of any residential Lot or on any street within the property not shall anything be done on any residential Lot which may be or may become an annoyance or nuisance to the neighborhood.

No Lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn, and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner. Should any individual Lot Owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings, and other such materials from his property or the street or ditches adjacent thereto, within ten days following the date on which notice is mailed in him by the Association informing him of such violation, then the Association may have said trash removed and charge the expense of removal to said Lot Owner or purchaser. Any such charge shall become a continuing lien on the property which shall bind the property in the hands of the then Owner and his successor in interest. Such charge shall also be a personal obligation of the one who is the Owner of the Lot involved on the date of removal.

No Owner of any residential Lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked on any street or Lot within the existing property for a period in excess of 48 hours. Should any Owner or contract purchaser fail to remove such vehicle within two days following the date on which notice is mailed to him by this Association informing him of a violation of this provision, the Association may have such vehicle removed and charge the expense of removal to said Owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the Association its presents offends the reasonable sensibilities of the occupants of the neighborhood.

Section 3. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 4. Minimum Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 800 square feet for a one-story dwelling nor less than 600 square feet for the ground floor area of a dwelling of more than one story. For the purpose of this section, a home with a daylight basement shall be considered a dwelling of more than one story if such daylight basement area extends 75% above grade.

Section 5. Easements. There are hereby specifically reserved for benefit of the Association, any applicable utility company, the Lot Owners in common, and each Lot Owner severally, as their respective interest shall obtain, the easements, reciprocal negative easements, secondary easements, and rights of way, as are specifically identified hereinafter.

(a) Utility Easements. On each Lot an easement is reserved under, over, and upon five foot strips of land adjacent to the front, rear, and side boundaries for utility installation and maintenance, excluding but not limited to power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the Lots at all times for said purposes: Provided, however, that in the event the house constructed on any Lot is constructed contiguous to a side boundary line of said Lot, the utility easement reserved over the side boundary line over which the house is constructed shall ipso facto be deemed to be abandoned and released without further action of any kind or nature. Additional utility easements are reserved as shown on the recorded plat:

(b) Easement for Roof Overhang and Repair and Maintenance of Walls Contiguous to Side Boundary Lines. Where a dwelling has been constructed contiguous to the common boundary line between adjoining Lots, there is specifically reserved, upon the adjoining Lot which faces the exterior wall of such dwelling as the servient tenement, for the benefit of adjoining Lot on which such dwelling is located and the Owner thereof has dominant tenement, an easement over, under, upon, and through such servient tenement for roof overhang and at reasonable places, for the performance of such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair, or restoration of the side of the dwelling contiguous to the common boundary and the dwelling of which it is a part, and an easement for ingress and egress to perform such work.

(c) Association Easement. There is reserved to the Association, its agents and servants, an easement engross over each and every Lot in the subdivision (all of which Lots shall constitute the servient tenement) for entry and access at reasonable times and places for maintenance of common area and decorative screening and for the performance generally of their rights and duties as provided in this Declaration.

Section 6. Date for Completion of Construction. Any dwelling or structure erected or placed on any residential Lot shall be completed as to external appearance, including finish painting, within eight months from the date of commencement of construction and shall be connected to the public sewer system.

Section 7. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, birds, or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose and if they shall not be kept in numbers or under conditions reasonably objectionable in a residential community.

Section 8. Signs. No signs shall be erected or maintained on any residential Lot, except that not more than one approved FOR SALE or FOR RENT sign placed by the Owner or builder or by a licensed real estate broker, not exceeding eighteen inches high and twenty-four inches long, may be displayed on any Lot. No signs are to be posted by Owners until such signs have been approved as to design and appearance by the Board of Directors of the Association or architectural committee appointed in accordance with the forgoing Article V.

Section 9. Building Setback and Fence Requirements. No buildings shall be located near to the front, rear or side Lot lines than hereinafter set forth:

(a) Front Yard. A minimum distance between the front Lot line and the dwelling shall be 20 feet except that between the front Lot line and that portion of the front of the dwelling where a garage or carport is to be located the minimum distance shall be 20 feet.

(b) Rear Yard. The minimum distance between any portion of the dwelling and the rear Lot line shall be 15 feet: Provided, however, that said distance shall be increased, if necessary, to provide a minimum rear yard area of not less than 750 square feet (750 square feet in the case of a corner Lot.)

(c) Side Yards. The minimum distance between the dwelling located on any Lot and side Lot line of such Lot abutting on a dedicated street shall be ten feet. With respect to an interior Lot which has one side Lot line adjacent to any common property (and “end of court” Lot), the minimum distance between the dwelling of such Lot and the side Lot line abutting on the common property may be zero feet but only in the event that the distance between the opposite side Lot line of such Lot and the dwelling thereon shall be not less than ten feet. The minimum side yard with respect to all other interior side Lot lines may be zero feet or ten feet provided that in any event a minimum distance of 15 feet shall be maintained at all times between dwellings on their common side Lot lines. (For example, if a dwelling is constructed on or abutting the common side Lot line between that Lot and adjacent Lot, the minimum distance between the dwelling on such adjacent Lot and the common side Lot line shall be ten feet. If, however, the dwelling on that same Lot is constructed within five feet of the common side Lot line between that Lot and the adjacent Lot, the minimum distance between the dwelling of such adjacent Lot and the common side Lot line shall also be five feet.) The foregoing requirements are intended to effect a 15-foot separation between the living area portions of the dwellings. The garage or carport portions of the dwellings located on adjacent Lots may, however, be so constructed that there is a common or party wall constructed on their common side Lot line. In such event there is no minimum side yard requirement or minimum distance which must be maintained between them.

(The actual text omits (d) and has (e) for this subsection. Fencing. The location of perimeter walls, hedges, and fences shall be permitted generally, subject to the architectural control provisions of foregoing Article V.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner or by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the day this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Amendment shall take effect when they have been recorded with the Auditor of Pierce County.

Section 4. FHA/VA Approval. As long as there is a class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal the date and year first above written.

KELLY MELBY PEASE, INC.

Amendment to the Declaration of the Covenants, Conditions and Restrictions contained in instrument recorded December 30, 1979 under Auditor's fee number 2373851 for the plat of Academy Terrace recorded in Volume 42 of Plats, at pages 1 to 4 inclusive.

ARTICLE I, Section 4.

The description of the Common Area set forth in Article I, Section 4 is amended to delete therefrom the land described as follows:

Beginning at the southwest corner of Lot 50 of said Addition; thence north 01°34'45" east along the east line of said Lot 53. 21 feet to the southwest corner of Lot 51; thence South 88° 25'15" east 7 feet; thence south 01°34'45" west parallel to the east line of said Lot 50 to the south line of the northeast quarter of Section 21, Township 20 North, Range 2 East of the W.M.: thence north 88°27'40" west along said south line 7 feet to the true point of beginning.

REFERENCE TO ARTICLE 10, Section 3.

We certify that we the undersigned are the owners of ninety percent (90%) of the Lots in Academy Terrace Homeowners Association.

GARY PETERS CONSTRUCTION

KELLEY, MELBY & PEASE, INC.

AUDITOR'S RECORDING NUMBER 8601230204

**SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLAT OF
ACADEMY TERRACE**

THE UNDERSIGNED, representing ninety percent (90%) of the Lot Owners, of the Plat of Academy Terrace, recorded in Volume 42 of Plats, at Pages 1 through 4, in Pierce County, Washington, do hereby create this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for the Plat of Academy Terrace, said Declaration having been originally recorded December 30, 1970 in the office of the Pierce County Auditor and having been amended by an instrument recorded November 17, 1971 under Pierce County Auditor's File No. 2420447 and it being further understood that the undersigned seek the continued and uniform development of the Plat of Academy Terrace and with the belief that certain amendments should be made to the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto, it is hereby provided that the aforesaid Declaration and amendments thereto, be further modified and amended to provide as follows, to-wit:

Article X. entitled "GENERAL PROVISIONS," specifically Section 3 thereof, entitled "Amendment," is hereby modified and amended to provide:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners, and thereafter by an instrument signed by the same fifty-one percent (51%) of the Lot Owners. Amendments shall take effect when they have been recorded with the Auditor of Pierce County, Washington.

There shall be added to the Declaration, a new section with Article X. entitled Section 5 Binding Effect, which will provide:

Section 5. Binding Effect. This Declaration and any subsequent amendments thereto, and the benefit and burdens thereof, shall be binding jointly and severally upon the Declarants, their heirs, successor and assigns.

IN WITNESS WHEREOF, the undersigned, representing ninety percent (90%) of the Lot Owners of the Plat of Academy Terrace, have hereunto set their hands and seal as of this 1st day of September 1983.

SIGNATURES AND ACKNOWLEDGEMENTS ARE ATTACHED AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH.

Auditor Recording Number 8601230205

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF
ACADEMY TERRACE**

THE UNDERSIGNED, representing fifty-one (51%) of the Lot Owners, of the Plat of Academy Terrace, recorded in Volume 42 of Plats, at Pages 1 through 4, in Pierce County, Washington, do hereby create this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for the Plat of Academy Terrace, said Declaration having been originally recorded December 30, 1970 in the office of the Pierce County Auditor and having been amended by an instrument recorded November 17, 1971 under Pierce County Auditor's File No. 2420447 and it being further understood that the undersigned seek the continued and uniform development of the Plat of Academy Terrace and with the belief that certain amendments should be made to the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto, it is hereby provided that the aforesaid Declaration and amendments thereto, be further modified and amended to provide as follows, to-wit:

Article II. entitled "PROPERTY RIGHTS," specifically Section 1 thereof, entitled "Owners' Easements of Enjoyment, subsection (c) thereof is hereby modified and amended as follows:

(c) The right of the Association, through the acts of its officers, to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility, or person, and to eliminate any or all common areas or green belts including any easements thereupon, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of members agreeing to such dedication, sale or transfer has been recorded.

EXHIBIT "A"

**TO BE MADE A PART OF THE SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PLAT OF ACADEMY TERRACE DATED**

**SIGNATURE AND ACKNOWLEDGMENT PAGE
(NOTARY BLOCK)**

AUDITOR'S RECORDING NUMBER 8601230206

**AGREEMENT OF MEMBERS
OF
ACADEMY TERRACE HOMEOWNER'S ASSOCIATION
A WASHINGTON NON-PROFIT CORPORATION**

The undersigned, representing at least fifty-one percent (51%) of the members of Academy Terrace Homeowners Association hereby agree as follows (as required by Article II, Section 1.(c) of Declaration of Covenants, Conditions and Restrictions recorded under Pierce County Auditor's File No. 2373851 and amendments thereto:

- 1) To the re-recording of the amended final Plat of Academy Terrace as proposed by application of the Academy Terrace Homeowner's Association to the Pierce County Hearing Examiner under Case No UP20-69 Major Amendment.
- 2) To the elimination of the prior existing common areas (greenbelt) and to the dedication, sale or transfer of said areas to the adjoining property owners as disclosed by amended final plat of Academy Terrace and to the dedication of Tract A thereon to the Academy Terrace Homeowner's Association, and the dedication of Tract B thereon to the West Side Sewer District.
- 3) To the granting of authorization to the officers of the Academy Terrace Homeowner's Association to execute any and all dedications, transfers, sales, and documents (including the amended final plat) to accomplish said purpose.

DATED this 11th day of November, 1985.