

RIIA COVENANTS, CONDITIONS AND RESTRICTIONS

AMENDED AND RESTATED

KUHN'S RAFT ISLAND

RECITALS

A. The undersigned are the owners of real property on Raft Island, Washington, which was subdivided and platted pursuant to the following plats recorded with the Pierce County Auditor (hereinafter collectively referred to as the "Plats," with the real property described in the Plats collectively referred to as "Raft Island"):

Kuhn's Raft Island, recorded under Auditor's File No.1421131

Replat of Kuhn's Raft Island, recorded under Auditor's File No. 1909760

Raft Island Second Addition, recorded under Auditor's File No. 2074680

B. Pursuant to the provisions of the original plat of Kuhn's Raft Island, which covered the entire Island, the restrictions on development contained in that plat can be changed or modified in writing by a majority of the owners of lots or tracts in the plat.

C. The owners of property on Raft Island desire to change and modify the restrictions that apply to Raft Island, by amending and restating the restrictions in their entirety, for the purpose of promoting the value of their property, and to enhance the quality of life and environment for the enjoyment of all property owners.

D. These Amended and Restated Covenants, Conditions and Restrictions are imposed pursuant to a general plan to benefit and bind all tracts or parcels on Raft Island, and each and every building site, and to bind all persons, together with their successors in interest, who may, at any time, and from time to time, own any property on Raft Island.

ARTICLE I.

GENERAL PLAN OF DEVELOPMENT

All real property on Raft Island shall be used solely and exclusively for private, single family residences with appurtenant structures, as hereinafter provided, except for the All Saints Camp which may continue its current use. Only one residence shall be constructed on each lot as shown on the Plats (hereafter referred to as "Lots"), and no Lot shall be divided except for the purpose of attaching portions thereof to adjacent Lots.

ARTICLE II.

RAFT ISLAND IMPROVEMENT ASSOCIATION,
MEMBERSHIP AND VOTING RIGHTS

Section 1. RIIA. The Raft Island Improvement Association ("RIIA"), a not for profit corporation, was formed pursuant to the Plats to own and maintain certain areas for the common use of property owners on the Island, and to promote and provide for the improvement and beautification of the Island. Pursuant to the Plats and various deeds, RIIA

owns the Raft Island bridge and its approach roads as described in a statutory warranty deed recorded under Pierce County Auditor's File No.830512351, all of the roads on Raft Island as shown on the Replat of Kuhn's Raft Island and Raft Island Second Addition, and certain beaches, tennis courts and other common facilities.

Section 2. Membership. Every owner of a Lot ("Lot Owner") shall be a member of RIIA Membership shall be appurtenant to and may not be separated from ownership of a Lot. Multiple owners of one Lot constitute only one membership. Each membership is entitled to one vote at all meetings of RIIA. The Articles of Incorporation and Bylaws of RIIA shall further govern the voting rights of members, and the procedures and meetings of RIIA.

ARTICLE III. PROPERTY RIGHTS

Section 1. Lot Owners' Easements. All members of RIIA in good standing will have a right and easement of enjoyment in and to the Raft Island bridge and approach road, all Raft Island roads, and any other facilities now owned or hereafter acquired by RIIA and designated for common use (hereafter collectively referred to as the "Common Areas"), subject to the following:

(a) The right of RIIA to suspend the voting rights and the easement rights of any Lot Owner for any period during which any assessment against his Lot remains unpaid.

(b) The right of RIIA to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, subject to such conditions as may be approved by a majority vote of the RIIA members present at a duly held meeting.

(c) The right of RIIA by a majority vote of members present at a duly held meeting to adopt additional written rules and restrictions governing the use and maintenance of the Common Areas, and to establish penalties for violation of said rules and restrictions.

Section 2. Delegation of Easement Rights. Any member of RIIA in good standing may delegate his right of enjoyment to the Common Areas to members of his family, his tenants, and for temporary periods only, his guests.

Section 3. Obstruction of Common Areas. No Lot Owner shall in any way obstruct, restrict or limit another Lot Owner's use of any Common Area. Any Common Area damaged by a Lot Owner, his family, tenants, guests or invitees, shall be repaired by said Lot Owner, and failure to do so shall give RIIA a claim against said Lot Owner, which shall also be a charge on, and lien against, his Lot which may be fore- closed pursuant to the provisions of the following Article.

Article IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Lot Owner, and all persons who may hereafter accept any deed for any Lot, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to RIIA annual assessments or charges and special assessments. Annual and special assessments, together with interest, costs and reasonable attorneys' fees and collection fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which the assessment is made.

The lien of the assessments shall be subordinate to the lien of any first mortgage or other first position security interest. Sale or transfer of any Lot shall not affect the assessment lien. Each assessment, together with interest, costs, and reasonable attorneys' fees and collection costs, shall also be the personal obligation of the person who is the owner of the Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by RIIA shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the maintenance and improvement of Common Areas.

Section 3. Time and Amount of Assessments. Annual assessments become due on July 1 of each year. Annual assessments shall initially be in the amount of Three Hundred Fifty Dollars (\$350) per year, but may be increased at any time, and from time to time, pursuant to a majority vote of members present at a duly held meeting of RIIA. In addition to the annual assessment, upon approval of a majority of members present at a duly held meeting of RIIA, it shall have the authority to levy a special assessment for any purpose so approved, including, but not limited to, defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of any capital improvement or repair to any Common Area. All special assessments are due within thirty (30) days of approval of the membership, and delinquent if not paid within sixty (60) days of such approval.

Section 4. Effect of Nonpayment of Assessments. Remedies. Any assessment not paid before the due date thereof shall bear interest at the monthly rate established by RIIA, from time to time. RIIA may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose a lien against the Lot by filing a Notice of Default and Lien Rights with the Pierce County Auditor and thereafter foreclosing said lien as a mortgage. In addition to the foregoing, RIIA may revoke a delinquent Lot Owner's bridge easement and any other easement over property owned by RIIA, by filing a Notice of Revocation of the same with the Pierce County Auditor. No Lot Owner may avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE V. MAINTENANCE AND UTILITY EASEMENTS

Section 1. Maintenance Easements. RIIA is hereby granted an easement over, under and across each Lot as may be necessary for the following purposes:

- (a) Repairs and maintenance to Raft Island bridge and the private roads owned by RIIA.
- (b) Renovation and repair of the walkway easements located along the following Lots: Lots 18, 20, 22, and 24; Lots 60, 62, 64, and 66; and Lots 94, 96, 98, and 100.
- (c) Maintenance, repair, replacement or improvement of any other Common Areas.

Section 2. Telephone and Electric Utility Easements. An easement is hereby granted to Peninsula Light Company, Inc., of Gig Harbor, Washington, and the successor of the Island Empire Telephone Company, their successors or assigns, as follows:

- (a) The right to remove all branches or trees that may interfere with or endanger electric or telephone lines.

(b) The right to establish power service poles and anchor guys on lot lines as necessary.

(c) An easement right for overhang of electric wires where roadway curvature causes same to occur.

Section 3. Other Utility Easements. An easement is hereby granted to the Raft Island Water Company and Washington Natural Gas Company, along all lot lines, for purposes of providing utility service to all Lots. Other companies providing utility services may apply to RIIA for the grant of a similar easement.

ARTICLE VI. PROTECTIVE COVENANTS

In addition to the general residence restriction specified in Article I above, all Lots and Lot Owners are restricted and limited as follows:

(a) Mobile Homes. There shall not be kept or used on any Lot, a mobile home, "doublewide" mobile home, trailer home, other movable structures, or structures which at any time were affixed to wheels, to be used or designed for use as a residence, outbuilding, garage or carport.

(b) Temporary Structures. No trailer, basement, shack, garage, barn or other outbuilding erected on any lot, or any other structure of a temporary character, shall be used as a residence.

(c) Completion of Construction All structures shall be complete as to external appearance, including finished painting, within 24 months from the date of commencement of construction.

(d) Set-backs and Sight Distances. No structure of any type, fence, wall, hedge or shrub planting may be placed or permitted to remain closer to the Raft Island roads than is permissible under the Pierce County Zoning Code and Building Ordinance, nor shall any structure, fence, wall, hedge or shrub planting be placed in such a manner that it obstructs sight lines along roads in a manner impermissible under Pierce County Code requirements regarding road approach distances and stopping distances.

(e) Vehicle Parking: RIIA shall have the authority to remove any vehicle or boat that has been abandoned or creates a hazard, at the owner's expense.

(f) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Animals which are specifically prohibited include, but are not limited to: poultry, pigs, goats, cows, horses, and llamas.

(g) Firearms. No hunting or discharge of any projectile shall be permitted on any Lot or Common Areas. This restriction shall not be intended to preclude an individual's right to protect his or her property or person.

(h) Nuisances. No noxious or offensive thing, or noxious or offensive use shall be permitted or maintained upon any Lot or Common Area. All Lot Owners shall be considerate of other Lot Owners and shall limit noise, odors and other nuisances.

(i) Business and Commercial Use. No trade, craft, business or manufacturing enterprise of any kind shall be conducted upon any Lot or within the building located on any Lot, except for the use as a camp of the Lots comprising the All Saints Camp, and the use of Lots for home occupations that meet the following criteria:

(i) The home occupation must be clearly incidental and subordinate to the use of the structure as a residence;

(ii) There shall be no change in the outside appearance of the residence or other visible evidence that the residence is being operated as a home occupation, such limitation to preclude any outdoor display or storage of materials, goods, supplies, equipment or vehicles, and the exterior display of business signs; and

(iii) The home occupation shall not generate nuisances such as traffic, on-street parking, noise, odors, fumes, electrical interference, or hazards to any greater extent than those usually experienced in a residential neighborhood.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Binding Effect. The provisions of these Amended and Restated Covenants, Conditions and Restrictions shall run with the land and shall bind any person having at any time an interest or estate in any Lot as though these provisions were recited at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. RIIA, or any Lot Owner, 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 this instrument, and in any such proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees. Failure by RIIA or by any Lot Owner to enforce any covenant or restriction herein contained, and any delay or omission in the exercise of any rights, powers or remedies herein provided, shall in no event be deemed or construed as a waiver of the right to enforce said covenants and restrictions thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof which shall remain in full force and effect.

Section 4. Amendments. This instrument, and any and all of the covenants, conditions and restrictions contained herein, may be amended at any time by a vote of the majority of the Lot Owners who are then eligible to vote as members of RIIA.

Section 5. Incorporation of Bylaws. The Bylaws of RIIA in effect at the time of execution of this instrument, and as thereafter amended, are incorporated herein by this reference, and shall, together with the terms and conditions hereof, govern the administration of these covenants, conditions and restrictions.

Section 6. Execution and Counterparts. This instrument shall take effect and be in full force when executed by the owners of a majority of the Lots in the Plats, and shall then be placed of record. This instrument may be executed in multiple counterparts, and as so executed shall constitute one agreement, binding on all of the Lot Owners.

IN WITNESS WHEREOF, the Lot Owners execute this Amended and Restated Covenants, Conditions and Restrictions, dated for reference purposes only, May 1, 1997.