

After Recording Mail To:

Rick Seddon
13613 Meridian Ave E, Suite 210
Puyallup, WA 98373

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE VERNON AVENUE PLAT
AKA CONNOR'S CROSSING MAINTENANCE
AGREEMENT**

GRANTOR:	HC Homes, Inc., a Washington corporation
GRANTEE:	Vernon Avenue Homeowner's Association aka Connor's Crossing
ABBREVIATED LEGAL:	Lots 1-20 inclusive, Block 24, Lake City Plat
FULL LEGALS ON PAGE:	Page 8-9 (Exhibit A)
TAX PARCEL NOS.:	0219092002, 5005001442
REFERENCE NO.	202006261248

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VERNON AVENUE PLAT AKA CONNOR'S LANDING MAINTENANCE AGREEMENT FILED ON JUNE 26, 2020 UNDER AUDITOR'S REFERENCE NO. 202006261248 IS TO CORRECT THE NAME OF CONNOR'S LANDING TO CONNOR'S CROSSING ONLY.

THIS DECLARATION is made on the date hereinafter set forth by VERNON AVENUE PLAT aka CONNOR'S CROSSING, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, each party hereto on behalf of himself, his heirs, successors or assigns, wishes to contract for the perpetual maintenance of the common area and fencing which include

portions of the 3.66 acres located at Terry Lake Road SW and 11910 Vernon Avenue SW in the City of Lakewood, Pierce County, State of Washington, legally described in Exhibit A; and

WHEREAS, the Declarant has subdivided or will subdivide this overall real property into a 20 lot development (herein described together as "VERNON AVENUE PLAT aka CONNOR'S CROSSING"), and it is the desire and intention of the Declarant to sell this overall real property in the Development and to impose upon it mutually beneficiary restrictions under a general scheme of improvement for the benefit of the 20 Lots, easements, or lands in the development, the future owners of those lands, and such other persons, corporations, or entities as may be designated herein; and

WHEREAS, it is the desire and intention of the Declarant to establish and maintain a general plan for the 20 Lots included in the Development which will result in a residential area where property value, desirability and attractiveness will be enhanced and protected; and

WHEREAS, Declarant has created or shall create a Maintenance Association (Association) and shall provide for the transfer of maintenance and operation obligations thereto for the common area and fencing; and

WHEREAS, the Association will accept certain obligations for the common area and fencing as provided herein; and

Declarant hereby declares the 20 Lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, 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 1

DEFINITIONS

1.1 "Association" shall mean and refer to the Maintenance Association, its successors and assigns.

1.2 "Declaration" shall mean and refer to this instrument and any future amendments and declarations.

1.3 "Plat" shall mean and refer to one (1), twenty lot plat, recorded on 6/26/2020 in Pierce County, Washington, AFN. 202006265005.

1.4 "Subdivision" shall refer collectively to the twenty lot plat defined in Article I, 1.3, herein after known as the Vernon Avenue Plat aka Connor's Crossing.

1.5 "Development" shall refer to "Vernon Avenue Plat aka Connor's Crossing" as described in Article I, 1.3.

1.6 "Declarant" shall mean and refer to Freddie Brewster, its successors or assigns, if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.7 "Lot" shall mean and refer to any plot of land shown upon the recorded plat listed in Article I, 1.4.

1.8 "Maintenance" shall include, but not be limited to, the common areas and fencing.

1.9 "Operation" shall include, but is not limited to; removal of obstructions within the common area.

1.10 "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 or will become a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. Where a lot is being sold by real estate contact, the contract purchaser who resides on the property shall be deemed owner for membership purposes.

1.11 "Resident" shall mean and refer to the person(s) in actual physical occupancy of a house for the purpose of using such house for his/her usual place of abode.

1.12 "Common Expenses" shall mean all expenses associated with the maintaining the common area, including but not limited to the following:

- (a) Expenses of administration and maintenance for normal operation.
- (b) Legal fees and costs.

ARTICLE II

ASSOCIATION

2.1 Formation: The Declarant shall cause to be formed with the recording of this Declaration, or in a reasonable time thereafter, an Association known as the VERNON AVENUE PLAT ASSOCIATION aka CONNOR'S CROSSING, whose objects and purposes

shall be the furtherance and promotion of the community welfare of the members through the maintenance of the road and storm system.

2.2 Association Maintenance Obligations: The Association shall be responsible for maintaining the following in good condition and repair and as required by the City of Lakewood:

(a) Common Area: The Association shall maintain the common areas in an orderly fashion and in compliance with all relevant governmental requirements. Common areas include, but are not limited to, common open space, private roads, internal sidewalks, street lights, community utilities, and all storm facilities.

(b) Fencing: The Association shall be responsible for maintaining the six (6) foot privacy fence along with the western portion of the subdivision abutting Terry Lake Road SW.

2.3 HC Homes, Inc. is hereby designated as manager and HC Homes, Inc. is hereby designated as treasurer until such time as a successor to manager and treasurer shall be chosen by a majority the owners present at a meeting called pursuant to RCW 64.38.035 as may be amended. The manager shall render to the owners an annual report of receipts and disbursements and shall serve without compensation. The manager shall have the authority to cause the fence to be repaired from time to time, as needed, but no further disbursements shall be made without prior authorization of a majority of the owners present at a duly called meeting.

2.4 Grantee's Acceptance. The grantee of any Lot subject to these Declarations by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or from a subsequent Owner of such Lot shall accept such deed or contract upon and subject to each and all of these declarations and the agreement contained herein, and by acceptance shall for himself, herself, his/her heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with the Declarant, and to and with the grantees and subsequent Owners of the 20 Lots within the Development, as now existing or as further subdivided in the future, to keep, observe, comply with and perform said Declarations and agreements. Each grantee of a Lot agrees to be bound by the rules and regulations herein, pursuant to the Vernon Avenue Plat Association aka Connor's Crossing, and grantees shall continue to be members thereof while retaining ownership of said Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 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.

3.2 All Owners including the Declarant shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event an existing Lot is further subdivided, each of the Lots shall also be subject to this Declaration and shall be entitled to one (1) vote for each new Lot Owner. As existing Lots are further subdivided, the overall number of Lots shall increase accordingly.

3.3 Restriction: The Association and all Owners are prohibited from allowing and suffering to allow any vehicular and pedestrian access or trespass onto Terry Lake Road except as provided by law.

ARTICLE IV

PROPERTY RIGHTS AND RESPONSIBILITIES

4.1 Use: All Lots shall be used solely and exclusively for private single-family residences with appurtenant garages; provided that the Declarant may maintain a model unit or commercial sales office within a unit until such time as one hundred (100%) of the Lots have been sold. Until all Lots are sold, the Declarant may also maintain signs on the road advertising the Development and Lots for sale.

4.2 Obstructions. Obstructions normally located on private property or outside of an easement including, but not limited to fences, landscaping retaining walls, basketball hoops, or yard fixtures, are not allowed within private road, shared access facility, or alley easements and tracts.

4.3 Homeowners are responsible for assuring that the quantity, location, installation and manufacture of road name signs, stops signs, speed limit signs, and other traffic control signs are kept in place in accordance with the project construction plans on file with the City of Lakewood.

4.4 Homeowners are responsible for assuring that stopping sight distance and entering sight distances are maintained in accordance with the project construction plans on file with the City of Lakewood.

ARTICLE V

COVENANT FOR ASSOCIATION MAINTENANCE ASSESSMENTS

5.1 Repairs, Maintenance, and Improvements. The parties hereby agree that the fence described herein shall be reserved in perpetuity within its present boundary or such boundaries as may be agreed to in writing by all parties hereto and approval of the City of Lakewood, and the common areas which include, but are not limited to, common open space, private roads, internal sidewalks, street lights, community utilities, and all storm facilities.

5.2 Expenses. The parties to this agreement agree to share all costs and expenses of maintaining the fencing in the easement in good repair according to the financial amounts defined in Section 3. Costs and expenses may include, but are not limited to, repair and/or replacement, as may be required to reasonably and efficiently maintain the fencing. The parties hereby agree to share all costs associated with the common areas which include, but are not limited to, common open space, private roads, internal sidewalks, street lights, community utilities, and all storm facilities. The estimated cost of maintaining the common elements are hereby attached as **Exhibit B**.

ARTICLE VI

GENERAL PROVISIONS

6.1 Extraordinary Use and Damage Costs. In the event that any of the owners of the Association (who are also responsible for their guests) of the affected properties described below should by the use of the fence or common area cause it to be subjected to other than reasonable wear and tear or should such fence be damaged by such use, the owner responsible for subjecting the fence or common area to such extraordinary use or damage shall have the obligation to repair such use or damage upon demand by the other party affected hereby and to restore said fence or common area to the current condition existent prior to such use or damage and all expenses therefore shall be borne solely by such offending party. Said expenses shall be in addition to all other normal maintenance, repair, or improvement costs and expenses.

6.2 Enforcement. Such parties shall have the right to enforce, by any proceeding at law or in equity, all conditions and covenants imposed by the provisions of this agreement. If such owner retains the services of an attorney to enforce such conditions or covenants and prevails, the prevailing party shall be entitled to reimbursement, in full, for the reasonable attorney fees and other reasonable costs incurred in the enforcement actions, whether or not a lawsuit is actually filed, with reimbursement being paid within 30 days by the party violating the provisions herein, and against whom enforcement is sought. Venue shall lie in Pierce County, Washington. The agreement for maintenance and operation shall be enforceable by any property owner served by the private road, shared access facility, alley or ingress/egress easement.

6.3 Non-waiver. Failure of any party to enforce or insist upon strict performance hereunder in any one or more instances shall not be deemed to constitute a waiver of their rights to enforce the same or insist on strict performance in future times or instances.

6.4 Litigation. Any party shall have the right and authority to enforce any rights which he/she may have hereunder by an action in the Superior Court of Pierce County, for damages and/or injunctive relief. The prevailing party in any such action shall recover a reasonable sum for attorney fees and costs of such action, including but not limited to the reasonable cost of searching and abstracting public records and related title insurance and expert fees.

6.5 Binding Effect. It is further agreed that rights and obligations set forth herein shall inure to the benefit of and be binding upon the heirs, successors, or assigns of the parties hereto and shall constitute a covenant running with the parcels of real property affected hereby and any further subdivision thereof. The present allocation of cost sharing is predicated upon the premise that there will be only one single-family residential dwelling on each affected parcel so using the common area and fence. If more than one such dwelling unit is placed on any such parcel or any subdivision thereof, the allocations shall be adjusted accordingly to reflect the beneficial use and enjoyment of any such common area and fence, or affected portion thereof.

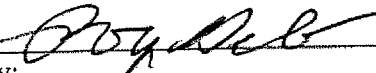
6.6 Amendments. This agreement may be modified only by written and signed agreement of all members of the Association, or their representative successors or assigns, and must be recorded with the County. Any amendment to the CC&R's provision as to the fence, common area and restriction as to Terry Lake Road SW must be approved by the City of Lakewood to be effective. Such recording fees shall be borne equally by all parties.

6.7 Anti-Merger Provision. It is intended that this easement and maintenance agreement not merge in the event of common ownership of the property related hereto as such easement and maintenance agreement is required by governmental platting requirements. In the event this grant is deemed merged, it shall be considered revived and in full effect upon later severance of common ownership.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 15th day of December, 2020.

OWNER(S):

HC HOMES, INC.

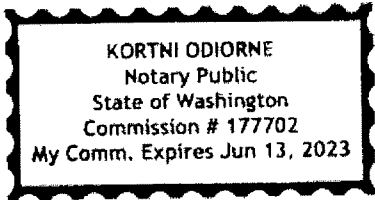
By: 
Its _____

STATE OF WASHINGTON)
) ss:
COUNTY OF Pierce)

On this 15th day of December, 2020, personally appeared before me

Roger Hebert to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of December, 2020.



Kortni Odiorne
[Signature] (Print Name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Puyallup WA.
My Appointment Expires on June 13, 2023

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EXHIBIT A

Legal Description. The following described real estate, situated in the County of Pierce, State of Washington, Tax Parcel Number: 5005001442 and 0219092002:

PARCEL A:

Lots 9 to 16, Inclusive, Block 24, Map of Lake City, Washington Territory, according to the plat thereof recorded in Volume 3 of Plats, page 18, records of Pierce County, Washington.

Together with the South half of the Wildwood Avenue (118th St. S.W.) adjoining said lots, vacated by Resolution No. 10359 of the Board of Pierce County Commissioners and recorded November 10, 1964, under Auditor's No. 2078253; and

Together with a non-exclusive easement for roadway purposes over and across the North 24 feet of that portion of the South half of vacated Wildwood Avenue (118th Street S.W.), as vacated by Resolution No. 10359 of the Pierce County Commissioners, adjoining Lots 1 to 8, inclusive, in Block 24, Map of Lake City, Washington Territory, according to Plat recorded in Book 3 of Plats at Page 18, in Pierce County, Washington.

PARCEL B:

Beginning at the Northwest corner of Lot 16 in Block 39 of Map of Lake City, Washington Territory, as per map thereof recorded in Book 3 of Plats, page 18, records of Pierce County Auditor;

Thence East on the North line of said Block 39 to the Northeast corner thereof;

Thence North on the West line of Vernon Ave 320 feet, more or less, to the Southeast corner of Block 24 in said Plat;

Thence West on the South line of said Block 24 to the Southwest corner thereof;

Thence South to the point of beginning.

(Formerly Lots 1 to 16, inclusive in Block 29 and Lots 1 to 16, inclusive in Block 34 of Map of Lake City, Washington Territory, now vacated)

Together with that portion of Moreland Avenue abutting thereon, vacated by the Board of Pierce County Commissioners and recorded in Volume 31, at Page 29, County Commissioners records of Pierce County, Washington.

Subject To:

1. The Effect of: Covenants, conditions and restrictions but omitting restrictions, if any, based upon race, color, creed or national origin, imposed by instrument recorded on May 19, 1969, under Recording No. 2294256, including but not limited to rights or benefits which may be disclosed affecting land outside the boundary described in Schedule A.

2. Matters set forth by survey:
Recorded: August 1, 2017
Recording No.: 201708015001

A) Fence lines do not accurately depict boundary lines.

Any loss or damage resulting from encroachment of perimeter fences of any nature onto or off of the subject property.

Any rights, interests or claims that may exist or arise by reason of the above matter(s). No coverage shall be afforded for this matter or matters of the Covered Risks of the Homeowner's policy to issue.

EXHIBIT B

	Replacement Cost	Lifespan	Cost per month over lifespan	
Fence Maintenance	\$12,000.00	20 yrs	\$50.00	240
Road Maintenance	\$50,000.00	30 yrs	\$138.00	360
Storm Maintenance / Annual cleaning	1800 / yr	annual exp	\$150.00	Annual Storm mtn \$1,800.00
Groundskeeping -- Vernon frontage & Tract A	500 / mo	\$6000 / yr	\$500.00	Annual Groundskeeping \$6,000.00
Annual irrigation bills -- Frontage & Tract A	150 / mo	\$1800 / yr	\$150.00	Annual Water bills \$1,800.00
Streetlight Billing	\$75 / mo	\$900 / yr	\$ 75.00	Annual Streetlight Billing \$900.00
	Community Monthly Costs	\$1,063.00	Community Annual	\$12,756.00
	Monthly Cost per Lot (20)	\$53.15	Per Lot Annual	\$637.80