

Commissioners

Kelly Cochran, Chair
Jeff Craig, Co-Chair
Karen Wilson
Chris Rule
Erika Bartholomew
Jennifer McKinney
Vacant



**City of Orting
Planning Commission Agenda**

August 2, 2021, Monday
7:00pm

City Hall Council Chambers

If joining virtually:

Phone Dial-in - Charges may apply
+1.408.419.1715

To join the meeting on a computer or mobile
phone:

https://bluejeans.com/514127836/6047?src=join_info

Meeting ID: 944 610 545
Password: 5398

A. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

You may attend this meeting virtually via the platform Blue Jeans by clicking the link or by telephone, or in person at City Hall. Per the Governor's directives, all in-person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering.

1. Is there a motion to excuse Commissioner(s) from this meeting?

B. AGENDA APPROVAL

1. Does the agenda require an addition or removal of a topic?

C. PUBLIC COMMENTS

Comments may be sent to the Planning Commission Secretary moharra@cityoforting.org by 1:00pm on the day of the meeting and will be read into the record at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member. Comments that come in after the deadline will be read into the record at the next Planning Commission meeting.

D. APPROVAL OF MINUTES

1. Are the minutes of the July 7, 2021 meetings correct and accurate?

E. ARCHITECTURAL DESIGN REVIEW

F. NEW BUSINESS

1. Public Hearing – Final Plat for Tahoma Valley Estates (Harman): Review, Public Hearing, Deliberations

G. OLD BUSINESS

1. Public Hearing – Sign Code Amendments: Review, Public Hearing, Deliberations

H. GOOD OF THE ORDER

1. Planned Absences:
2. Report on Council Meetings:
3. Agenda setting:

I. ADJOURN

NEXT PLANNING COMMISSION MEETING: Thursday, September 9, 2021

City Council Meeting: 2nd & last Wednesday of each month at 7:00pm

City Council Study Session: 3rd Wednesday of each month at 6:00pm

Planning Commission: 1st Monday of each month at 7:00pm

City of Orting
PLANNING COMMISSION MINUTES
July 7, 2021

Chair Kelly Cochran called the meeting to order with the flag salute at 7:03 pm in the City Hall Council Chambers. Roll call found Commissioners Jeff Craig and Karen Wilson in attendance at City Hall and Commissioners Jennifer McKinney and Erika Bartholomew in attendance through the Blue Jeans virtual link. Commissioner Rule was absent and had contacted the Planning Secretary; a quorum was present.

Commissioner Craig moved to excuse Commissioner Rule from the meeting. Commissioner Wilson seconded the motion and it carried.

ATTENDANCE:

City	City Administrator Scott Larson, Commission Secretary Margaret O'Harra Buttz
Professional Representatives	City Planner Emily Adams
Guests (including Virtual Log-in)	None

AGENDA APPROVAL:

Agenda Approval	Commissioner Craig moved to approve the agenda as amended adding "Future Meetings" under Good of the Order. Commissioner Wilson seconded the motion and it carried.
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AUDIENCE PARTICIPATION:

None

MINUTES:

Approval of Minutes for May 3, 2021	Commissioner Craig moved to approve the May 3, 2021 minutes as amended.
The June 7, 2021 meeting had been cancelled.	<ul style="list-style-type: none">• Add the motion that was made during that meeting: "Commissioner Craig moved to excuse Commissioner Rule from the meeting. Commissioner Bartholomew seconded the motion and it carried."• Add "None" under Architectural Design Review• Remove "None" under New Business• Add "ed" at the end of <i>present</i> in the second paragraph of Public Hearing-Noticing Code Amendments.• Add under Good of the Order: "Commissioner Wilson asked for, and received, clarification on "Grids for Like" on windows grids."

Commissioner Wilson seconded the motion and it carried.

ARCHITECTURAL DESIGN REVIEW:

ADR 2021-07: Orting Valley Fire & Rescue Signage	The Commission reviewed the submitted Application and the Staff Report. Commissioner Craig moved to approve ADR 2021-07 as presented. Commissioner Bartholomew seconded the motion and it carried.
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NEW BUSINESS:

Public Hearing – Sign Code Amendments	Commissioners reviewed the staff report and the draft ordinance with City Planner Emily Adams. Chair Cochran opened the Public Hearing at 7:27pm and closed the hearing at 7:28pm having no public comments offered.
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The City Planner will update the ordinance based on the Commission's discussion and will send this revision, in advance, to the Commissioners to review in preparation for the August 2, 2021 meeting.

The Commission will hold a second Public Hearing on the Sign Code Amendments at the August 2, 2021 meeting.

OLD BUSINESS:

None

GOOD OF THE ORDER:

Planned Absences

None

Report on Council Meetings

Planner Adams and City Administrator Larson gave brief reports

Agenda Setting

At the August 2, 2021 meeting:

- Sign Code Amendments with Public Hearing
- Final Plat Review with Public Hearing: Tahoma Valley Estates (aka: Belfair Estates and Harman Estates)

ADJOURNMENT:

Meeting Adjournment

Commissioner Craig moved to adjourn the meeting at 8:45pm. Commissioner Wilson seconded the motion and it carried.

ATTEST:

Kelly Cochran, Commission Chair

Margaret O'Harra Buttz, Commission Secretary



Planning Commission Staff Report

Project Name: Tahoma Valley Estates (formerly called Belfair Estates) Final Plat

Applicant/Agent: Harman Development LLC/ Craig Deaver, CES NW Inc

Project Address: 619 Harman Way S
Orting, WA 98360

Site Legal Description: 0519322019

Preliminary Plat Application: January 18, 2017

Preliminary Plat Public Hearing: February 6, 2017

Preliminary Plat Approval by City Council: February 22, 2017

Final Plat Application: May 24, 2021

Notice of Application: July 12, 2021

Date of Staff Report: July 14, 2021

Planning Commission Public Hearing: August 2, 2021

City Council Closed Hearing: August 11, 2021

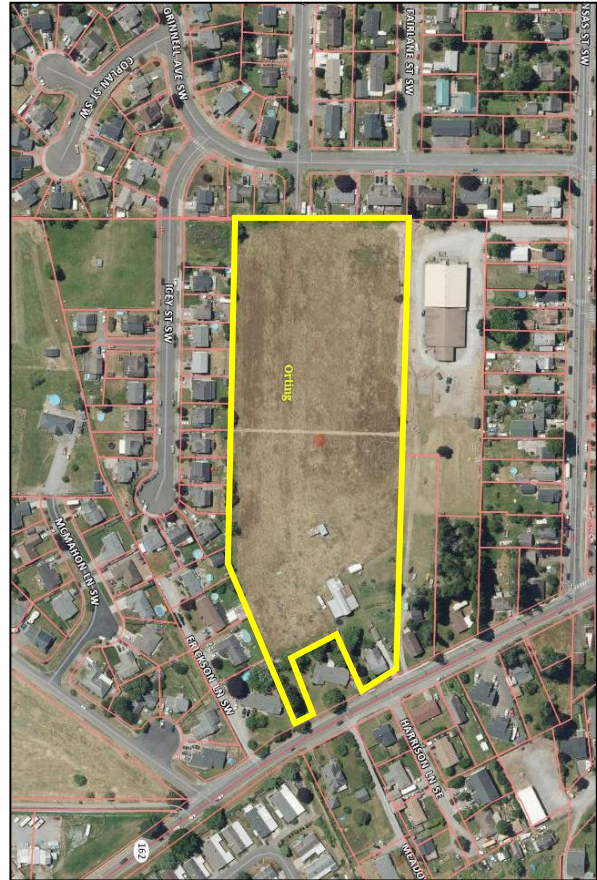


Figure 1.0: Aerial Vicinity Map

City Staff Contacts: Emily Adams, AICP City Planner JC Hungerford, PE City Engineer

Requested Approvals: Final Plat Approval

Staff Recommendation: **Approval**

Public Comment Period: Public comment periods occurred following notice of application from July 12 – July 26, 2021 and notice of public hearing from July 23 – August 2, 2021.

SEPA Determination:

The SEPA Responsible Official issued a Determination of Nonsignificance on January 19, 2017 for the Preliminary Plat. No appeal was filed.

Public Notice:

Final Plat Application and the Public Hearing were noticed in accordance with OMC 15-7.

Exhibits:

1. Staff Report;
2. Transmittal
3. Final Subdivision Checklist
4. Application and Affidavit of Ownership
5. Final Plat
6. Title Guarantee
7. Draft CC&Rs
8. Lot Closures
9. Mailing Labels
10. Pierce County Recording Map Checklist
11. As-builts (revised 6/21/2021)
12. Geotech Letter
13. 25-Year Storm Calculations
14. Approval Email from Pierce County
15. SEPA Determination of Nonsignificance;
16. Preliminary Plat Staff Report and Planning Commission Recommendation (February 6, 2017);
17. Notice of Application
18. Planning Commission Hearing Notice
19. Adopting Resolution

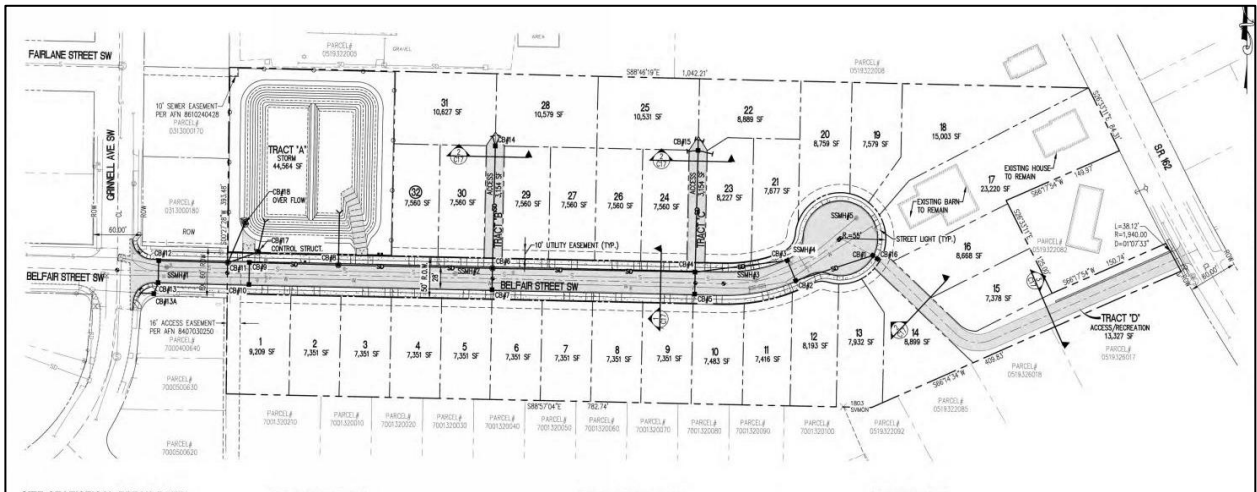


Figure 2.0: Plat

Project Description:

The applicant requests final plat approval of the above referenced parcel into 32 single-family residential lots, a public road (Belfair St SW), a storm tract (Tract A), two private access tracts (Tracts B and C), and a private access/recreation tract (Tract D).

The subject property is 9 .02 acres. The project is located within the Residential – Urban (RU) zoning district. The zoning districts match the Comprehensive Plan Land Use Designations. The proposed lots will be served by an extension of Belfair St SW, which will end in a cul-de-sac with a private access and recreation tract (“D”) that connects to Highway 162. Lots 31 and 28, and 25 and 22 will be accessed by two access tracts (Tracts B and C), respectively. Lots 16 and 15 will be accessed off of Tract D. The existing single-family residence and associated barn will remain as lot 17.

The project site is surrounded single-family residential subdivisions. To the north the project shares a boundary line with the Orting Community Baptist Church. All surrounding property is zoned Residential Urban (RU)

Permit History

The City issued a notice of complete application for the preliminary plat on January 18, 2017. A public hearing was held on February 6, 2017 before the planning commission. On February 22, 2017 City Council approved the planning commission recommendation to approve the preliminary plat which included 14 conditions of approval recommended by staff. A minor plat amendment occurred on March 23, 2020 in order to accommodate the stormwater pond while maintaining the approved number of lots.

The City issued a Determination of Non-Significance on January 19, 2017.

Findings of Fact and Conclusions of Law

1. Authority

Pursuant to OMC 15-4-1, Tables 15-4-1 and 15-4-2, Final Plats are Type IV land use decisions determined by the City Council. The Planning Commission holds an open record hearing on a final plat and makes a recommendation to the City Council.

2. Review Criteria

OMC 12-6-5 governs the review criteria for approval of final plats. The review criteria are quoted below in italic and applied through the corresponding conclusions of law.

A. Final Plat Approval Criteria

OMC 12-6-5: Criteria for Approval:

- A. Meets Plat Approval Requirements: Meets all general requirements for plat approval as set forth in chapter 8 of this title;

OMC 12-8-1: General Requirements for Approval of Subdivision:

In addition to the criteria for approval applicable to an individual application, all subdivisions must meet the following general requirements in order to be approved:

- A. Land Use Controls: No subdivision may be approved unless written findings of fact are made that the proposed subdivision or short subdivision is in conformity with any applicable zoning ordinance, comprehensive plan or other existing land use controls.

Staff response: As described the preliminary plat staff report (Ex. 16), and as conditioned, the proposed subdivision is in conformity with all applicable zoning requirements, the Orting Comprehensive Plan and other existing land use controls.

Landscaping will be installed prior to the issuance of certificate of occupancy.

B. Dedications; Generally:

1. An offer of dedication may include a waiver of right of direct access to any street from any property, and if the dedication is accepted, any such waiver is effective. The city may require such waiver as a condition of approval.
2. Roads not dedicated to the public must be clearly marked "private" on the face of the plat.
3. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes, as a quitclaim deed to the said donee(s) or grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
4. If the plat or short plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat or short plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
5. Every plat and short plat containing a dedication filed for record must be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
6. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under Revised Code of Washington 82.02.050 through 82.02.090 shall be required as a condition of subdivision approval. No dedication, provision of public improvements or impact fees imposed under Revised Code of Washington 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property.

Staff response: The roadway will be dedicated to the City. Lots 31 and 28, and 25 and 22 will be accessed by two access tracts (Tracts B and C, respectively). Lots 16 and 15 will be accessed off of Tract D. The stormwater pond will be private (Tract A) and accessed off of Belfair St SW. All other lots and Tracts will be directly accessible from the new road. The private access tracts are not being dedicated; however, the applicant has provided for public access over roads and easements within the plat. The applicant provided a title report demonstrating ownership of the property. The plat will contain the signatures of all those with ownership interest in the property. The applicant has waived all claims for damages, as seen on the face of the plat.

The applicant will pay impact fees for streets in accordance with the City's adopted transportation improvement program, the City's Comprehensive Plan, and OMC Title 15 Chapter 6.

- C. Dedication of Public Park: The planning commission shall recommend naming of streets and parks within proposed subdivisions. If preliminary plats include dedication of land for public parks with areas greater than required for subdivision approval and the proponents request commemorative names, the planning commission shall consider such requests. The city council shall adopt the names as part of final plat approval.

Staff response: As noted in the preliminary plat findings (Ex. 16), the applicant will pay park impact fees pursuant to OMC Title 15-6-7(B) at the time of building permit. The proposal does not include a public or private park dedication.

- D. Release from Damages: The city shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.

Staff response: No release from damages from other property owners was required or will be required as a condition of approval.

- E. Flood, Inundation or Swamp Conditions: A proposed subdivision may be disapproved because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat. No plat shall be approved covering any land situated in a floodway as provided in Revised Code of Washington chapter 86.16 without the prior written approval of the state department of ecology.

Staff response: As noted in the preliminary plat findings (Ex. 16), portions of the project site are located within the floodplain and construction and infrastructure elevations were mitigated per City (including Title 14 OMC Flood Control), state and federal guidelines.

- F. Bonds: In lieu of the completion of the actual construction of any required improvements prior to the approval of a short or final plat, the planning commission or city council may accept a bond, approved as to form by the city attorney, in an amount and with surety and conditions satisfactory to it, or other secure method, providing for and securing to the city the actual construction and installation of such improvements within a period specified by the city and expressed in the bonds. In addition, the city may require the posting of a bond securing to the city the successful operation of improvements for up to two (2) years after final approval. All bonded improvements shall be designed and certified by or under the supervision of a registered civil engineer prior to the acceptance of such improvements.

Staff response: All construction has been completed and inspected; maintenance bonds have been received by City staff to ensure the successful operation of improvements for two years after final plat approval.

- B. Conforms to Preliminary Plat Approval: Conforms to all terms of the preliminary plat approval; and

1. The applicant shall provide easements for the conveyance of water and storm water through the site as approved by the City Engineer.

Staff response: Appropriate easements have been provided, as seen on the face of the plat, and have been approved by the City Engineer.

2. The applicant shall provide stormwater management analysis and plans consistent with City and State standards during the design phase.

Staff response: Stormwater management analysis and plans have been provided by the applicant consistent with City and State standards and approved by the City Engineer.

3. All erosion control, grading, street improvements, water, sanitary and storm sewer, and other public infrastructure designs shall be reviewed and approved by the City Engineer prior to the start of construction.

Staff response: The City Engineer has approved all erosion control, grading, street improvements, water, sanitary and storm sewer, and other public infrastructure designs. The final grading plan as approved and constructed shall be maintained for the perpetuity of plat unless otherwise approved by the City Engineer. This includes the grading of the individual lots and homesites.

4. Street dedicated to the city shall be a minimum 50' right-of-way with curb, gutter, and sidewalks as specified by the City of Orting development standards.

Staff response: Belfair St SW will be dedicated to the City as a public street and has been constructed to the specified City of Orting development standards.

5. The applicant shall provide traffic signs and street signs per City direction.

Staff response: Traffic signs and street signs have been installed to the City Engineer's and Public Work Director's satisfaction.

6. The applicant shall purchase and install street lights as approved by the City and enter into service and maintenance agreement with Puget Sound Energy. The terms of this agreement shall be transferred to the City of Orting upon approval of the final plat documents and acceptance of the streets and utilities by bill of sale.

Staff response: Street lights have been installed as approved by the City, a service and maintenance agreement is in effect.

7. The applicant shall enter into a Developer Extension Agreement for water, sewer, and storm water utilities subject to approval by the city attorney upon approval of the preliminary plat and prior to review or construction activity associated thereof.

Staff response: The applicant entered into a developers extension agreement upon approval of the preliminary plat and prior to construction activity.

8. The applicant shall provide mailboxes or receptacles as specified by the Orting branch of the U.S. Post office prior to final plat approval.

Staff response: Mailboxes have been installed on site per specifications.

9. The applicant shall coordinate with all private utilities such as gas, power, phone, cable, etc. and shall compete underground installation thereof prior to final plat approval.

Staff response: Utility installation has been completed to the City Engineer's satisfaction.

10. The applicant shall provide a six-foot, solid wood fence along all perimeter property lines. Once the final plat is recorded, ownership, maintenance of said fence(s) shall become the responsibility of the respective lot owner(s).

Staff response: A six-foot fence meeting these requirements will be installed and is noted on the face of the plat as a requirement under "Planning Department" to ensure long term maintenance of the fence.

11. The applicant shall pay all fees, General Facility Charges (GFCs), and any other appropriate charges prior to final plat approval.

Staff response: All fees will be paid, including fees as determined by the City Treasurer, prior to the final plat be signed by the appropriate parties.

12. School impact fees shall be paid to the Orting School District prior to issuance of any building permits.

Staff response: Building permits will not be issued until school impact fees are paid.

13. Park impact fees shall be paid to the City of Orting prior to issuance of any building permits.

Staff response: Building permits will not be issued until park impact fees are paid.

14. Homeowners' association covenants shall be submitted for City review prior to final subdivision approval.

Staff response: Homeowner's association covenants have been included as part of the final plat submittal, see exhibit 7 – CC&Rs.

- C. Meets Other Applicable Requirements: Meets the requirements of Revised Code of Washington chapter 58.17, other applicable State laws, this title, title 9, chapter 4 of this Code, and any other applicable City ordinances which were in effect at the time of preliminary plat approval.

Staff Response: As noted in the preliminary plat findings (Ex. 16), appropriate provisions have been made the public health, safety and general welfare, for open spaces, drainageways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds , and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school. Further the preliminary plat findings demonstrate compliance with all applicable City ordinances in effect at the time of preliminary plat approval.

- D. Approval and Inscription: The City Council shall make written findings of fact relating to its decision on the final plat, and if approved, shall suitably inscribe and execute its written approval on the face of the plat.

Public Hearing

A public hearing will be held by the Planning Commission on August 2, 2021.

Staff Recommendation

Based on the Findings of Fact and Conclusions of Law stated above, the Staff recommends the Planning Commission recommend **approval** of the proposed final plat.

Reconsideration

Any party with standing may seek reconsideration of a final decision by filing a written request for reconsideration with the City Administrator within five (5) days of the announcement of the final decision.

Appeal

Appeals from the final decision of the city council, board of appeals, or other city board or body involving this title or titles 12 and 13 of this code and for which all other appeals specifically authorized have been timely exhausted, shall be made to Pierce County superior court within twenty one (21) days of the date the decision or action became final. Notice of the appeal and any other pleadings required to be filed with the court shall be served on the city clerk, administrator, and city attorney within the applicable time period (OMC 15-10-6).

CES ♦ NW
 INCORPORATED
 CIVIL ENGINEERING & SURVEYING

Letter of Transmittal

TO: City of Orting
 110 Train Street
 Orting, WA 98360

CES Project No. 19070.0
 Project Name: Belfair Estates
 Regarding: Final Subdivision (Plat)
 Permit #/Application ID: Not yet assigned
 Date: May 24, 2021
 Parcel(s): 0519322019

WE ARE PROVIDING:

Quantity	No. of Pages	Dated	Description
1	4	-	Final Subdivision Checklist
1	3	9.14.2020	Application Cover Sheet, Affidavit of Ownership & Legal Description
1	4	05.21.2021	Final Plat Map
1	21	04.20.2021	Title Report
1	15	05.05.2021	Lot Closure Calculations
1	52	-	Declaration of CC&Rs
1	9	-	Mailing Labels
1	2	01.07.2021	Legibility Form
1	22	05.07.2021	As-built Drawings C1-C22
1	3	05.21.2021	Pierce County Assessors Approval Email

THESE ARE TRANSMITTED:

Enclosed is our submittal for the Belfair Estates Final Subdivision (Plat) Application submittal for the City of Orting's final review. The project proposes twenty (32) single-family lots. Please note, mailing labels were sent in the mail to Emily Adams with the preliminary review.

If you have any questions, please do not hesitate to contact Craig Deaver or me at 253.848.4282.

Thank you,

Don Babineau

Don Babineau
 Senior Planner
DBabineau@cesnwinc.com



CITY OF ORTING

Land Use Permit Information

FINAL (SUBDIVISIONS) PLATS

Final Plats are the recorded legal completion of the land subdivision process. They contain the detailed "as-built" documentation of the subdivision after all required public improvements are completed and/or accepted by the City and the final survey and legal descriptions of all parcels and tracts are prepared. Final Plats are described in the Orting Municipal Code (OMC), Chapter 12.6.

Criteria for Approval - The Planning Commission will review final plat applications and recommend approval, approval with conditions, or denial of the application. Final plats may be approved only if all of the following criteria have been met:

1. The application complies with the City's requirements (Section 12.6.5 OMC) and with 58.17 RCW.
2. The proposal is consistent with all terms of the preliminary plat approval.
3. All required public improvements have been completed or accepted by the City.

The applicant has the burden of proving that the proposed subdivision meets all of the criteria described above. Thorough documentation of the proposal's compliance with the criteria will greatly assist in the subdivision consideration process and improve the likelihood of approval. *Applicants are required to attend a pre-application meeting with City staff prior to submitting an application.* The formal subdivision consideration procedure is:

Final Plat Approvals

1. Five (5) copies of the application packet must be submitted, each including:
 - a) A completed application cover sheet.
 - b) Certification of any work required or completed by the City in connection with the checking, computing and correcting of the plat, plan checking, inspecting, and testing of all plat improvements including water lines, sanitary sewer lines, storm water retention and drainage systems, streets, curbs, gutters, and sidewalks.
 - c) A final plat meeting the requirements in "Final Plat Specifications" below.
 - d) "As-built" subdivision improvement drawings, or a subdivision improvements performance security as specified (see g) below:
 - i. One full size (24" by 36") photo mylar or original mylar (City standards not required);
 - ii One reduced (11" by 17") photo mylar slick;
 - iii. One photo negative (8-1/2" by 11");
 - iv. Five sets of full size and half size prints.
 - e) For plats containing dedications, a title report confirming that the title of the lands as described and shown on the plat is in the name of the owners signing the certificate.
 - f) Any offer of dedication may include a waiver of right of direct access to any street from any property.
 - g) Certificate of completion of one of the following alternatives:
 - i. All improvements have been installed in accord with the requirements of these regulations and accepted by the City, or
 - ii. That approved plans are on file with the City for all required improvements and a cash or surety bond has been posted and deposited with the City Clerk.

CITY OF ORTING - Land Use Permit Information

- h) Documentation of the following recommendations:
 - i. The City Engineer or his/her designee as to the adequacy of the proposed means of sewage disposal and water supply;
 - ii. The Planning Commission's recommendation as to compliance with all of the terms of preliminary approval of the proposed plat or subdivision;
 - iii. The City Engineer.
- i) A copy of all restrictive covenants proposed to be imposed upon land within the subdivision.
- j) Any other documentation deemed necessary by the City Administrator to show compliance with conditions of the preliminary plat approval.
- k) Mailing labels for all property owners within three hundred feet (500') of the proposed site.

2. The Planning Commission will hold a public hearing and determine if the proposed final plat meets the approval criteria based on staff reports from the City Administrator and City Engineer. Upon that finding, the Planning Commission will recommend approval by the City Council.

3. The City Council will consider the Planning Commission's recommendations and make written findings of fact relating to its decision on the final plat, and if approved, will suitably inscribe and execute its written approval on the face of the plat.

4. A final plat is filed for record.

Any lots in a final plat filed for record will be valid notwithstanding any changes in zoning laws for a period of five years from the date of filing. A subdivision will be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five (5) years after final plat approval unless the City Council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

Submittal Requirements

The final plat shall consist of one or more pages, each eighteen (18) inches by twenty-four (24) inches, clearly and legibly drawn on stable base Mylar polyester film or equivalent approved material. All drawing and lettering shall be in permanent India ink with the lettering as former by standard scribe guides using the point size recommended by the manufacturer and free of all blots and imperfections which might cause the letter or number to be questionable. If ink is used on polyester film base, the ink shall be coated with a suitable substance to assure permanent legibility. The perimeter of the subdivision shall be depicted in heavier lines than appear elsewhere on the plat. The border shall be drawn completely around each sheet, leaving an entirely blank margin of two inches to the left side and one-half inch on all other sides. Each sheet of the final plat shall contain the subdivision name and sheet number, and each sheet containing a drawing shall also contain the scale and a north arrow showing the relation to true north where applicable. All signatures shall be written in permanent India ink. Every final plat shall include an accurate map of the subdivided land based upon a complete review thereof, with the error of closure of the plat computations not exceeding one one-hundredth of one foot. Drawing scale shall be one hundred (100) feet to one (1) inch or larger (preferred scale is fifty (50) feet to one (1) inch). The plat must contain:

1. All section, township, municipal and City lines lying within or adjacent to the subdivision and a vicinity map showing the area with eight hundred (800) feet of the proposed site.
2. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries.
3. The location of all permanent control monuments found and established within the subdivision.
4. The boundary of the subdivision with complete bearings and lineal dimensions.

CITY OF ORTING - Land Use Permit Information

5. The length and bearings of all straight lines; the radii, arc lengths, semi tangents and delta angle of all road centering curves and radii, delta angle and arc length of right-of-way curves, with radial bearings at the beginning and ending of all non-tangent curves.
6. Both the record and measured bearings, angles, and distances when the record bearings or angles or distances differ from measured bearings or angles or distances.
7. The length of each lot line, together with bearings, chord distance for curved lines and other data necessary for the locations of any lot line in the field.
8. The radial courses (labeled "R") for all lots, and all blocks tied to an intersection by bearings and distances.
9. The location, width, centerline, and name or number of all streets or other rights-or-way within and adjoining the subdivision.
10. The width, disposition, and description of all easements with the location shown with broken lines.
11. Numbers assigned to all lots and tracts within the subdivision.
12. Names of any adjacent subdivision(s).
13. Legal description of the land within the subdivision that agrees with the description contained in the title insurance report.
14. All dedications of streets or other areas to the public, an individual or individuals, religious society or societies or to any corporation, public or private. Roads not dedicated to the public must be clearly marked on the face of the plat as "Private." Any dedication, donation, or grant as shown on the face of the plat shall be considered for all intents and purposes as a quitclaim deed to the donee or donees, grantee or grantees of his, her, or their use for the purpose intended by the donors or grantors.
15. Location and disposition of any wells, creeks, drainage courses, drainage ways, septic tanks, drain fields, 100-year floodplain boundary and easements in or within two hundred (200) feet of the proposed subdivision; the location of all trees more than six inches (6") in diameter at a height of four feet (4') above grade with the proposed subdivision, and for one hundred and fifty (150) feet beyond the terminus of all dead end streets (individual trees in stands of five (5) trees or more need not be shown, but the area (drip line) covered by the stand shall be shown); the location of identified hazards or limitations to development as identified by the City of Orting Critical Areas Map; and, the location of any state shorelines and associated wetlands as defined by State law and the City of Orting Shoreline Master Program within the proposed short subdivision.
16. Minimum building setback lines from all lot lines, major or minor watercourses, tops of banks, and native growth protection easements.
17. The purpose of any non-residential lots.
18. The following certificates shall be shown on the final plat. Items listed above (number 1 - 17) shall be signed before the final plat is submitted for review:
 - a) Surveyor - The surveyor shall place his seal and signature on the plat, along with:
 - i. A statement certifying that the plat was prepared by him, or under his supervision;
 - ii. A statement certifying that the plat is a true and correct representation of the land surveyed;
 - iii. A full and correct description of the land to be divided.
 - b) Owner - The following statements or certifications shall be placed upon the final plat by the owner:

CITY OF ORTING - Land Use Permit Information

- i.* A statement that the subdivision has been made with the free consent and in accordance with the desires of the owner or owners -- owners of other interests shown on the title report shall certify that they have notice of the subdivision;
 - ii.* If the plat is subject to a dedication a certificate containing the dedication of all streets and other areas, together with a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land from the required construction, drainage, and maintenance of the area -- the certificates shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided.
 - c) City Engineer - A Statement of approval from the City Engineer approving the survey data, the layout of the streets, alleys, and other rights-of-way, design of bridges, and utility systems including storm drainage, water, and sanitary sewer.
 - d) Pierce County Office of Finance - A certification from the Director and Deputy Director of the Office of Finance that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied, or discharged.
 - e) Orting City Clerk - A certification from the City Clerk that all assessments and delinquent assessments for which the property dedicated for public use may be liable as of the date of certification have been duly paid, satisfied, or discharged.
 - f) Date of examination and approval by the County Assessor and Deputy County Assessor.
 - g) Date of examination and approval by the City Council signed by the Mayor and City Clerk.
 - h) Recording certificate signature by the Pierce County Manager of the Division of records and Elections and the Superintendent of Records.
19. Survey Data - In conjunction with the final plat document, the surveyor shall furnish the City Engineer with a full set of survey notes, which shall clearly show:
- a) The ties to each monument established for the plat.
 - b) All necessary controlling reference points or monuments.
 - c) Sufficient data to determine readily the bearing and length of each line which may be in form of computer printout sheets or coordinate sheet.
 - d) The base meridian referred to showing its relation to true north based on Polaris Observation or tie to National Ocean Survey (USC and GS) triangulation system, or other control acceptable to the City Engineer.
 - e) Complete subdivision of the section or sections, or as much thereof as necessary to properly orient the plat within same.
 - f) Corners of adjoining subdivisions or portions thereof, with ties.
 - g) Primary survey control points reference to section corners and monuments.

City of Orting – Land Use Permits

**REQUIRED APPLICATION INFORMATION
(All Permits)**

If it is necessary to submit applications for more than one permit, just fill out this page once.

Property Owners' Name	Harman Development LLC	
Affidavit of Ownership (Attached)	See attached	
Address	619 Harman Way South Orting, WA 98360	
Phone/Fax	509-424-1380	
Email	DHarman@hotmail.com	
Applicant/Agent's Name	Craig Deaver	
Address	429 – 29 th Street NE, Suite D, Puyallup, WA 98372	
Phone/Fax	253-484-4282	
Email	CDeaver@cesnwinc.com	
Project Site Address	619 Harman Way South, Orting, WA 98360	
Tax Parcel Number(s)	0519322019	
Legal Description (May be on a separate sheet)	Please see the attached Affidavit of Ownership	
Project Name (If Applicable)	Belfair Estates	
Permits Needed (Check All that Apply)	<input type="checkbox"/> Short Plat <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Conditional Use <input type="checkbox"/> Variance <input type="checkbox"/> Clearing & Grading <input type="checkbox"/> Shoreline Variance <input type="checkbox"/> Planned Development <input type="checkbox"/> Master Plan	<input type="checkbox"/> Boundary Line Adjustment <input checked="" type="checkbox"/> Final Plat <input type="checkbox"/> Rezone <input type="checkbox"/> Critical Area Exception <input type="checkbox"/> Shoreline Development <input type="checkbox"/> Shoreline Conditional Use <input type="checkbox"/> Architectural Design Review <input type="checkbox"/> Binding Site Plan <input type="checkbox"/> Special Use Permit

Affidavit/Statement of Ownership

Parcel Information: 0519322019

Parcel Owner of Record: Harman Development LLC

Address of Owner of Record: 619 Harman Way South Orting WA, 98360

Address or legal description of the land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89°58' EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2196240; THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89°58' EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY); THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 70 FEET; THENCE SOUTH 65°07'22" WEST 180 FEET; THENCE SOUTH 27°44" EAST 125 FEET; THENCE NORTH 65°07'22" EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY; THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 45 FEET; THENCE SOUTH 65°07'22" WEST 424.37 FEET; THENCE SOUTH 89°51' WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

If Applicable:

Representative of Company:

Second Representative of Company (not required):

Agent Information: CES NW Inc., 310 – 29th Street NE, Suite 101, Puyallup, WA 98372

By signing below, I/We verify that I/We are the sole owners of the above listed property and no other parties have rights to the property.


Signature of Owner of Record / Representative

9/14/2020
Date Signed

This statement is invalid if any of the required information is not supplied or is inaccurate.

TAHOMA VALLEY ESTATES

(ALSO KNOWN AS BELFAIR ESTATES)

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON

DECLARATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. WE DEDICATE THE ROADS AND EASEMENTS HEREIN TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS OCCASIONED BY THE ORIGINAL GRADING BY THE CITY OF ORTING AND NECESSARY TO ACCOMPLISH AND MAINTAIN SUCH ORIGINAL GRADE OF SAID STREETS, ALLEYS, AND PUBLIC PLACES. SAID OWNERS, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WAIVE ALL CLAIMS FOR DAMAGES TO THE PROPERTY INCLUDED IN THIS PLAT BY REASON OF ANY CUTS AND FILLS MADE IN STREETS, ALLEYS, AND PUBLIC PLACES, AND FURTHER CERTIFY AND SWEAR THAT SAID LAND IS FREE FROM ALL TAXES AND ASSESSMENTS WHICH HAVE HERETOFORE BEEN LEVIED AND BECOME CHARGEABLE AGAINST SAID PROPERTY, AND FURTHER CERTIFY AND SWEAR THAT THERE ARE NO ENCUMBRANCES EXISTING UPON ANY OF THE LAND UPON WHICH STREETS, ALLEYS, AND PUBLIC PLACES HAVE BEEN HERIN DONATED AND DEDICATED TO THE PUBLIC. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND DECLARATION OF COVENANTS FOR TAHOMA VALLEY ESTATES HOMEOWNERS ASSOCIATION,

RECORDED UNDER PIERCE COUNTY RECORDING NO. _____

WE DEDICATE TO THE CITY OF ORTING, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE FACILITIES AND OTHER APPURTENANCES OVER, UNDER AND ACROSS TRACTS A, B, C AND D SHOWN ON THIS PLAT.

WE DEDICATE TO THE CITY OF ORTING, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SANITARY SEWER FACILITIES AND OTHER APPURTENANCES OVER, UNDER AND ACROSS TRACTS B, C, AND D SHOWN ON THIS PLAT.

TRACT A IS A PRIVATE STORM DRAINAGE AND POND TRACT. ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT A. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

TRACTS B AND C ARE DESIGNATED AS PRIVATE SHARED ACCESS TRACTS. ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACTS B AND C. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACTS.

TRACT D IS A PRIVATE SHARED ACCESS AND RECREATION TRACT. ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT D. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

WE DEDICATE TO THOSE ENTITIES, AS SHOWN ON THE PLAT, THE EASEMENTS AND TRACTS FOR THE USES SPECIFIED.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED TAHOMA VALLEY ESTATES, A PLAT COMMUNITY, SOLELY AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS

DAVID HARMAN, PRINCIPAL
HARMAN DEVELOPMENT, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE,)

ON THIS _____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED DAVID HARMAN, TO ME KNOWN TO BE THE AUTHORIZED MEMBER OF HARMAN DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAT THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: _____

MY APPOINTMENT EXPIRES: _____

LEGAL DESCRIPTION

(PER CW TITLE INSURANCE COMPANY GUARANTEE NO. 50000673-103 DATED APRIL 20, 2021)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89°58'EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2196240;
THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89°58'EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY);
THENCE ALONG SAID CENTERLINE SOUTH 27°44'EAST 70 FEET;
THENCE SOUTH 65°07'22"WEST 180 FEET;
THENCE SOUTH 27°44'EAST 125 FEET;
THENCE NORTH 65°07'22"EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY;
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THENCE SOUTH 65°07'22"WEST 424.37 FEET;
THENCE SOUTH 89°51' WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
EXCEPT COUNTY ROAD;
SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

APN: 0519322019

AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2021, AT _____ MINUTES PAST _____, RECORDS OF PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

RECORDING NUMBER _____

PIERCE COUNTY AUDITOR _____

FEE _____

BY _____

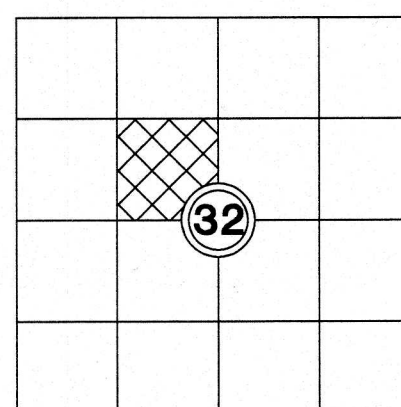
DATE: 5/21/2021	JOB NO: 19070
DRAWN BY: CEP	CHECKED BY: CEP
	DRAWING NAME: 19070-SV-C3D-FP

PARCEL NUMBER

PARCEL NO. 0519322019
ADDRESS: 619 HARMAN WAY S.
ORTING, WA. 98360

INDEX OF SHEETS

- SHEET 1 SIGNATURES, APPROVALS, ACKNOWLEDGEMENT, LEGAL DESCRIPTION, PROTECTIVE COVENANTS,
- SHEET 2 SECTION BREAKDOWN, SURVEY NOTES, REFERENCES,
- SHEET 3 MAP, TRACT NOTES, EASEMENT PROVISIONS
- SHEET 4 MAP, PLANNING DEPT. NOTES



INDEX: SE 1/4 OF THE NW 1/4 OF SEC. 32, T19N, R5E., W.M.

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR/TREASURER, PIERCE COUNTY _____ DATE _____

CITY ENGINEER

I HAVE EXAMINED AND APPROVED THE REQUIRED ENGINEERING ASPECTS OF THIS PLAT ON BEHALF OF THE CITY OF ORTING.

CITY ENGINEER _____ DATE _____

CITY CLERK/TREASURER

I HEREBY CERTIFY THAT ALL OF ORTING TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

CITY CLERK/TREASURER _____ DATE _____

PLANNING COMMISSION

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021 FOR THE CITY OF ORTING

CHAIRPERSON OF PLANNING COMMISSION _____ DATE _____

CITY COUNCIL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021 FOR THE CITY OF ORTING

CITY MAYOR _____ DATE _____

CITY CLERK

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021 FOR THE CITY OF ORTING

CITY CLERK _____ DATE _____

PROTECTIVE COVENANTS

SEE DECLARATION OF COVENANTS AS FILED UNDER RECORDING NUMBER _____

ON THIS _____ DAY OF _____, 2021, AT _____ MINUTES PAST _____ RECORDS OF THE PIERCE COUNTY AUDITOR.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HARMAN DEVELOPMENT, LLC, ON OCTOBER 30, 2020. I HEREBY CERTIFY THAT THIS MAP FOR TAHOMA VALLEY ESTATES IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

Charles E. Podzajine
5-21-2021
CHARLES E. PODZAJINE, P.L.S.
CERTIFICATE NO. 50986



C.E.S. NW INC.

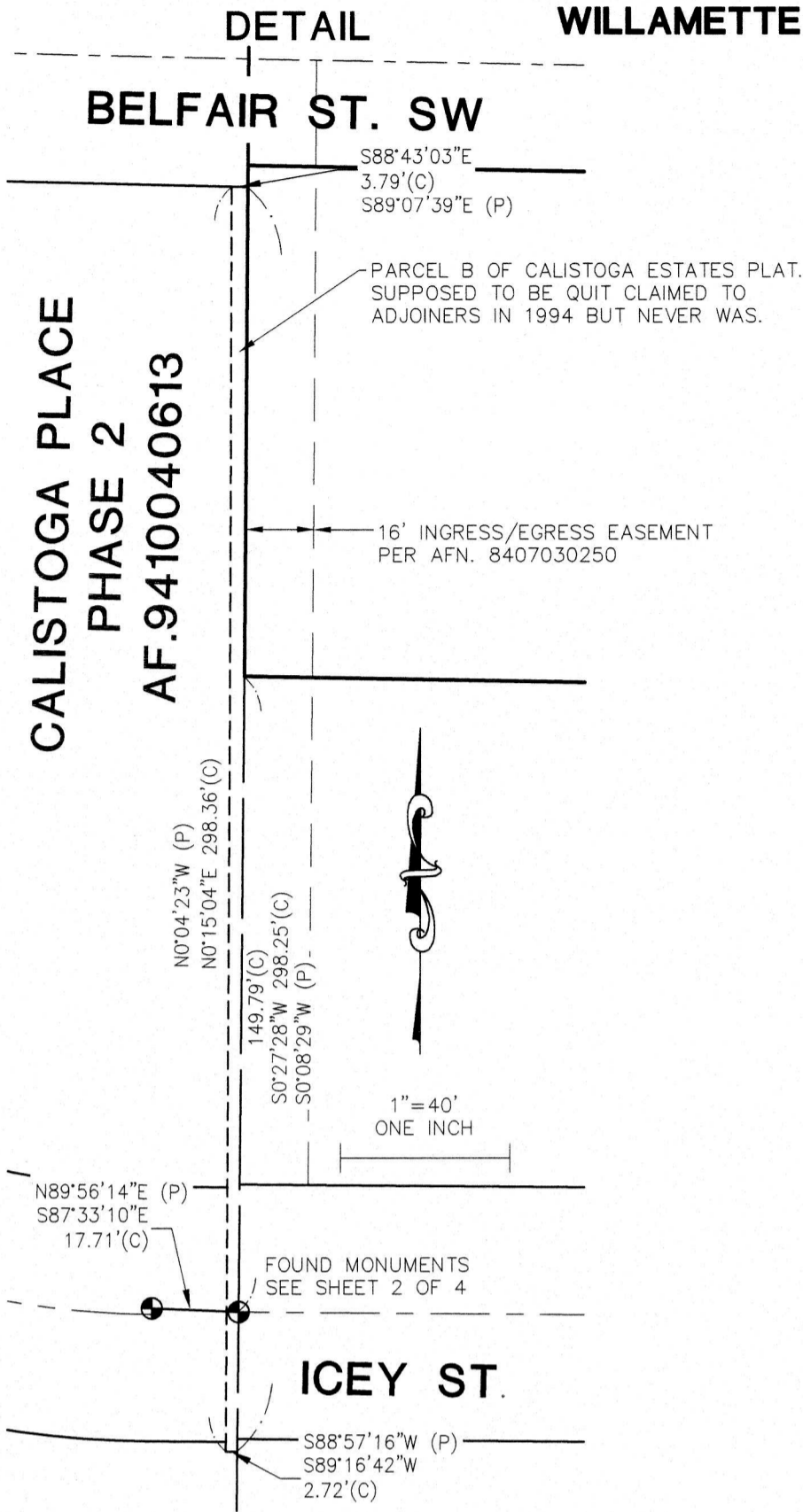
CIVIL ENGINEERING & SURVEYING

429 - 29TH ST. NE, SUITE D PUYALLUP, WA 98372 Bus: (253) 848-4282 ceservices@cesnwinc.com
JOB# 19070

TAHOMA VALLEY ESTATES

(ALSO KNOWN AS BELFAIR ESTATES)

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON



TRACT NOTES

TRACT A IS A PRIVATE STORM DRAINAGE AND POND TRACT ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

TRACT B IS DESIGNATED ACCESS AND UTILITIES TRACT FOR THE BENEFIT OF LOTS 28 AND 31, ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

TRACT C IS DESIGNATED ACCESS AND UTILITIES TRACT FOR THE BENEFIT OF LOTS 22 AND 25, ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACT.

TRACT D IS DESIGNATED ACCESS AND RECREATION TRACT ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID TRACT THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID TRACTS.

EASEMENT PROVISIONS

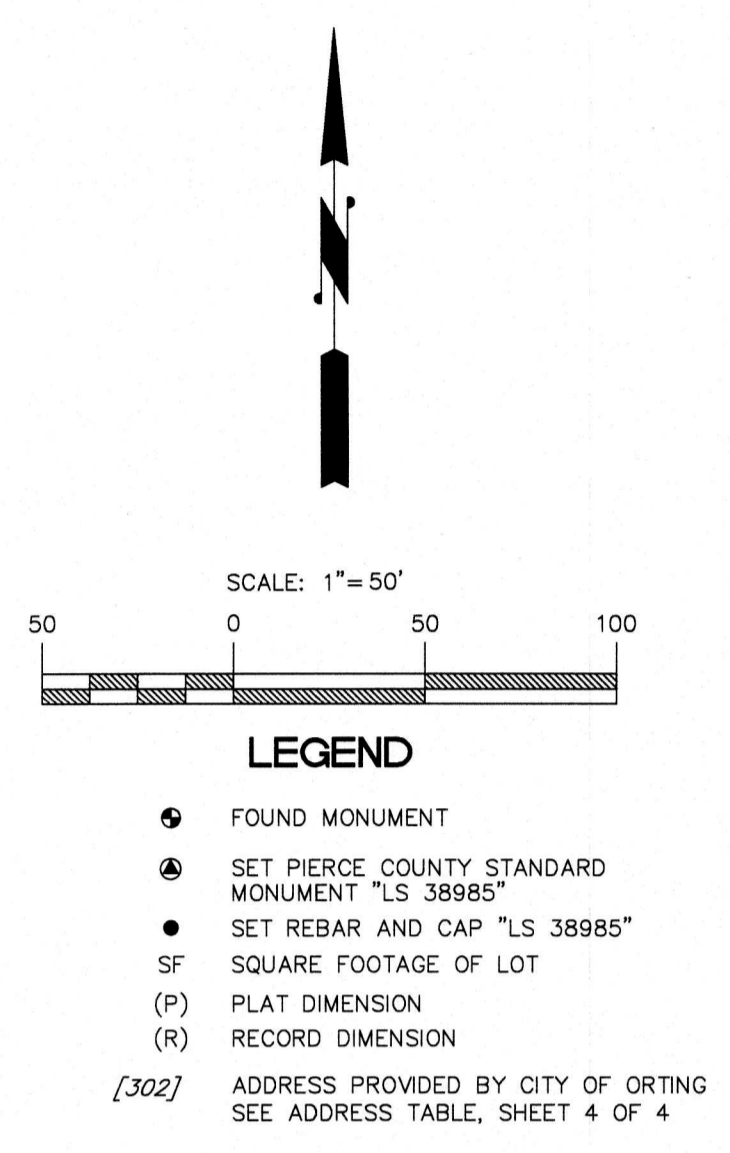
AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF ORTING, PUGET SOUND ENERGY, ANY TELEPHONE COMPANY, ANY CABLE COMPANY, ANY WATER COMPANY, THE U.S. POSTAL SERVICE AND THEIR RESPECTIVE SUCCESSORS AN ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES, WATER METERS, FIRE HYDRANTS, SANITARY SEWER STRUCTURES, AND PUBLIC AND PRIVATE STORM DRAINAGE STRUCTURES ALONG WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO, FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, CABLE TV SERVICE, SANITARY SEWER, WATER, AND OTHER UTILITY SERVICE AND BOTH PUBLIC AND PRIVATE STORM DRAINAGE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY, NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN A CONDUIT ATTACHED TO A BUILDING.

THE 6' PRIVATE STORM DRAINAGE EASEMENT ACROSS LOTS 15-17 IS FOR THE BENEFIT OF LOT 15, ALL LOTS IN THE PLAT OF TAHOMA VALLEY ESTATES HAVE AN EQUAL AND UNDIVIDED INTEREST IN SAID EASEMENT THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE ASSOCIATED WITH SAID EASEMENT.

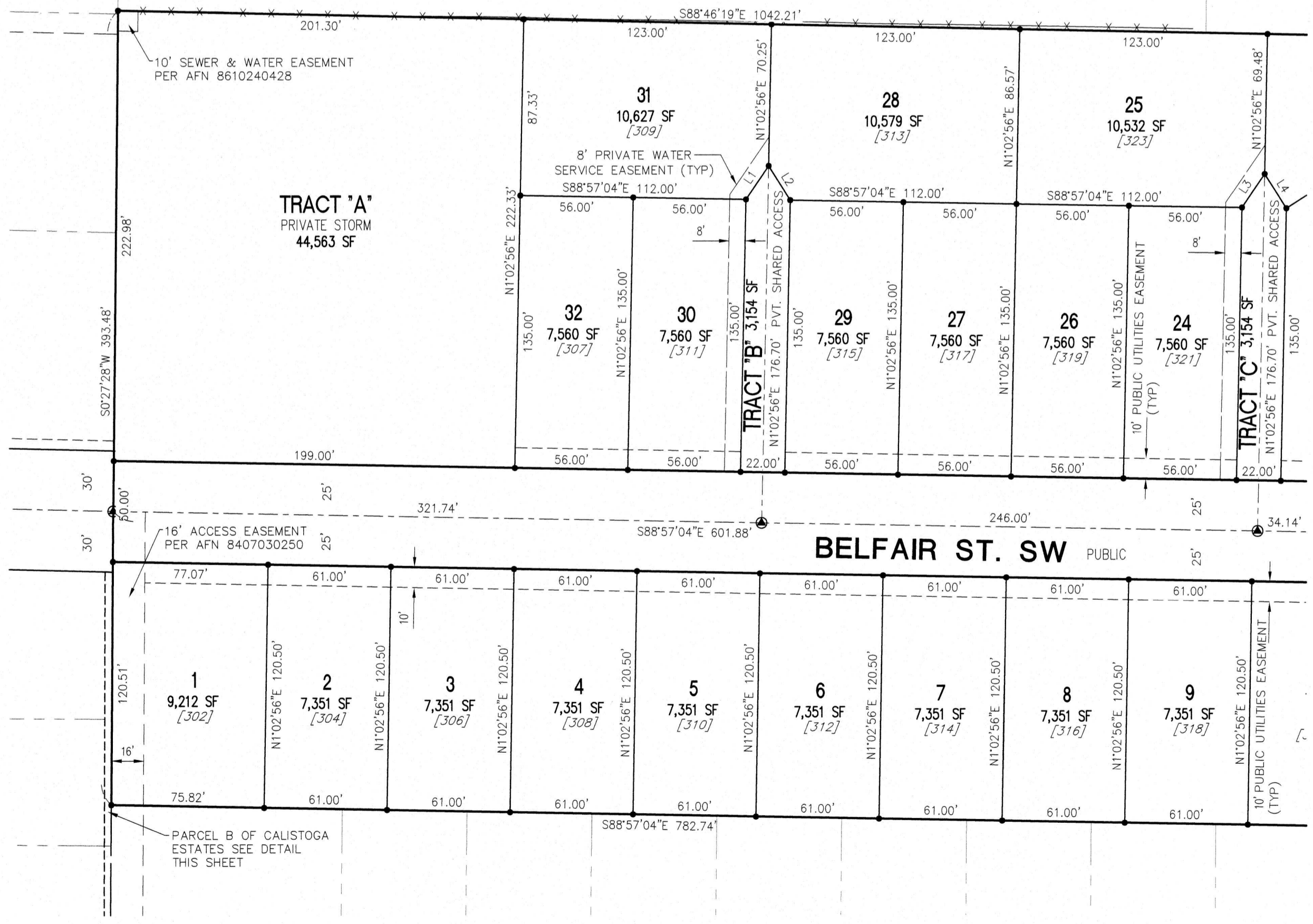
THE 8' PRIVATE WATER SERVICE EASEMENT ACROSS LOTS 24 & 25 IS FOR THE BENEFIT OF LOTS 22 & 25, THE LOT OWNERS OF LOTS 22 & 25 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR INDIVIDUAL WATER SERVICE LINES AND APPURTENANCES ASSOCIATED WITH SAID EASEMENT. UPON COMPLETION OF ANY WORK WITHIN THE EASEMENT AREA, LOTS 22 & 25 OWNER(S) SHALL RESTORE ANY DISTURBED AREA AND SHALL REPAIR ANY DAMAGE TO SUBSTANTIALLY THE SAME CONDITION AS EXISTING BEFORE THE WORK.

THE 8' PRIVATE WATER SERVICE EASEMENT ACROSS LOTS 30 & 31 IS FOR THE BENEFIT OF LOTS 28 & 31, THE LOT OWNERS OF LOTS 28 & 31 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR INDIVIDUAL WATER SERVICE LINES AND APPURTENANCES ASSOCIATED WITH SAID EASEMENT. UPON COMPLETION OF ANY WORK WITHIN THE EASEMENT AREA, LOTS 28 & 31 OWNER(S) SHALL RESTORE ANY DISTURBED AREA AND SHALL REPAIR ANY DAMAGE TO SUBSTANTIALLY THE SAME CONDITION AS EXISTING BEFORE THE WORK.

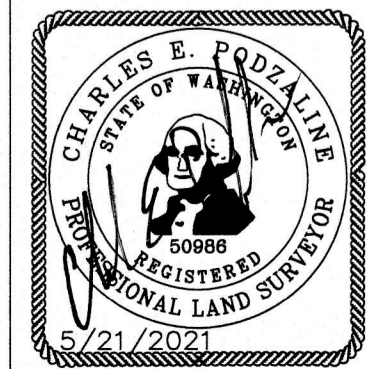


SURVEYOR NOTE

THE MONUMENTS AND CORNERS OF THIS PLAT WERE SET UNDER THE DIRECTION OF SETH D. O'HARE WHO HAS SINCE PASSED AWAY. I CHARLES E. PODZALINE HAS REVIEWED AND ACCEPTS THE CORNER LOCATIONS AS DEPICTED ON THIS PLAT AND AS SET IN THE FIELD.



Line Table		
Line #	Length	Direction
L1	20.00	N34°24'57"E
L2	20.00	S32°19'05"E
L3	20.00	N34°24'57"E
L4	20.00	S32°19'05"E



C.E.S. NW INC.
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JOB# 19070

TAHOMA VALLEY ESTATES

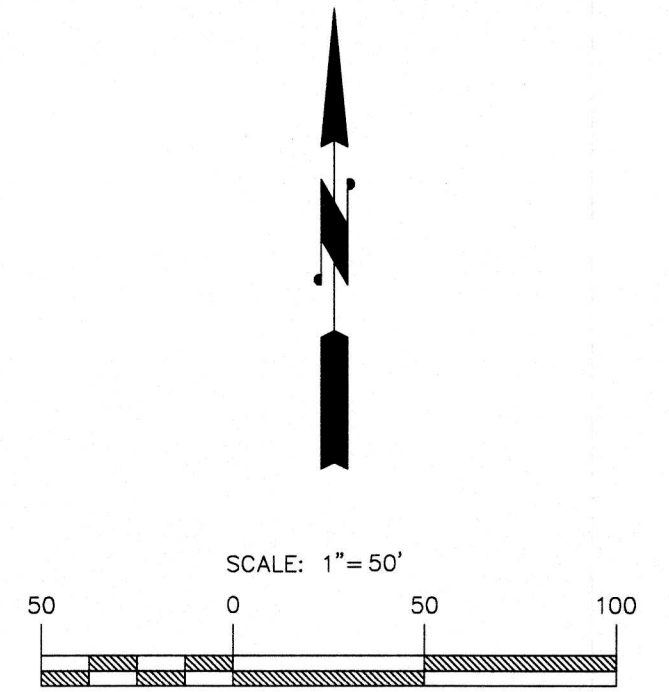
(ALSO KNOWN AS BELFAIR ESTATES)

**A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,
OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST,
WILLAMETTE MERIDIAN, CITY OF ORTING, PIERCE COUNTY, WASHINGTON**

LOT ADDRESSES		LOT ADDRESSES	
LOT #	ADDRESS	LOT #	ADDRESS
1	302 BELFAIR ST. SW.	17	619 HARMAN WAY S.
2	304 BELFAIR ST. SW.	18	335 BELFAIR ST. SW.
3	306 BELFAIR ST. SW.	19	333 BELFAIR ST. SW.
4	308 BELFAIR ST. SW.	20	331 BELFAIR ST. SW.
5	310 BELFAIR ST. SW.	21	329 BELFAIR ST. SW.
6	312 BELFAIR ST. SW.	22	325 BELFAIR ST. SW.
7	314 BELFAIR ST. SW.	23	327 BELFAIR ST. SW.
8	316 BELFAIR ST. SW.	24	321 BELFAIR ST. SW.
9	318 BELFAIR ST. SW.	25	323 BELFAIR ST. SW.
10	320 BELFAIR ST. SW.	26	319 BELFAIR ST. SW.
11	322 BELFAIR ST. SW.	27	317 BELFAIR ST. SW.
12	324 BELFAIR ST. SW.	28	313 BELFAIR ST. SW.
13	326 BELFAIR ST. SW.	29	315 BELFAIR ST. SW.
14	328 BELFAIR ST. SW.	30	311 BELFAIR ST. SW.
15	330 BELFAIR ST. SW.	31	309 BELFAIR ST. SW.
16	332 BELFAIR ST. SW.	32	307 BELFAIR ST. SW.

PLANNING DEPARTMENT

- STREET TREES SHALL BE REQUIRED ALONG BOTH SIDES OF THE NEW RESIDENTIAL SUBDIVISION STREET IN ACCORDANCE WITH CITY OF ORTING MUNICIPAL CODE AND APPROVED LANDSCAPE PLANS. STREET TREES ARE REQUIRED TO BE INSTALLED BEFORE RECEIVING A CERTIFICATE OF OCCUPANCY FOR EACH BUILDING PERMIT.
- REQUIRED LANDSCAPING ON INDIVIDUAL LOTS SHALL BE INSTALLED PRIOR TO FINAL BUILDING INSPECTION OF EACH LOT. THIS LANDSCAPING SHALL BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPE PLAN OR ACCORDING TO A SUBSEQUENTLY AMENDED AND APPROVED LANDSCAPE PLAN.
- THE MAINTENANCE AND UPKEEP OF THE SIX-FOOT WOOD FENCE LOCATED ALONG PERIMETER PROPERTY LINES SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE LOT OWNER(S) OF TAHOMA VALLEY ESTATES.



LEGEND

- ⊙ SET PIERCE COUNTY STANDARD MONUMENT "LS 38985"
- SET REBAR AND CAP "LS 38985"
- SF SQUARE FOOTAGE OF LOT
- (R) RADIAL BEARING
- [302] ADDRESS PROVIDED BY CITY OF ORTING SEE ADDRESS TABLE, SHEET 4 OF 4

RADIAL BEARING TABLE

LOT #	BEARING
10/11	N5°26'38"W
11/12	N20°43'10"W
12/13	N2°09'15"E
13/14	N27°40'52"W
14/TRACT D	N48°38'04"W
TRACT D/17	N72°24'56"W
17/18	S59°08'38"W
18/19	S37°59'45"W
19/20	S11°53'56"W
20/21	S68°50'22"E
21/23	N9°46'27"W

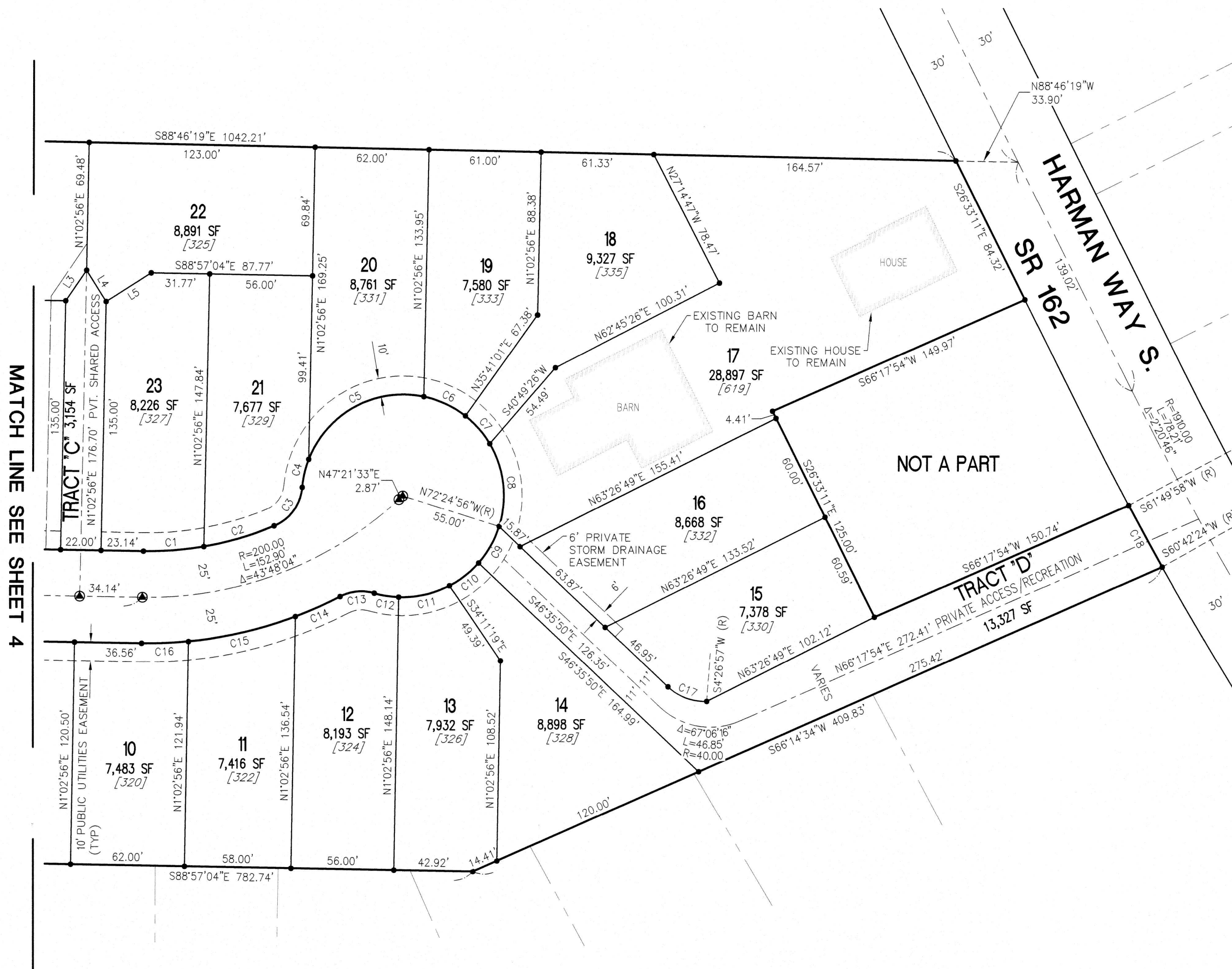
Curve Table			
Curve #	Length	Radius	Delta
C1	33.06	175.00	10°49'23"
C2	39.82	175.00	13°02'13"
C3	27.24	25.00	62°25'24"
C4	15.74	55.00	16°23'43"
C5	77.50	55.00	80°44'18"
C6	25.05	55.00	26°05'48"

Curve Table			
Curve #	Length	Radius	Delta
C7	20.30	55.00	21°08'45"
C8	46.50	55.00	48°26'34"
C9	22.83	55.00	23°46'58"
C10	20.11	55.00	20°57'10"
C11	28.64	55.00	29°50'17"
C12	13.52	55.00	14°05'11"

Curve Table			
Curve #	Length	Radius	Delta
C13	19.09	25.00	43°45'38"
C14	26.69	225.00	6°47'47"
C15	59.99	225.00	15°16'32"
C16	25.50	225.00	6°29'34"
C17	23.10	29.00	45°38'24"
C18	38.12	1940.00	1°07'33"

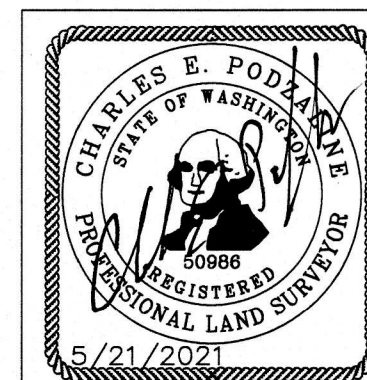
SURVEYOR NOTE

THE MONUMENTS AND CORNERS OF THIS PLAT WERE SET UNDER THE DIRECTION OF SETH D. O'HARE WHO HAS SINCE PASSED AWAY. I CHARLES E. PODZALINE HAVE REVIEWED AND ACCEPT THE CORNER LOCATIONS AS DEPICTED ON THIS PLAT AND AS SET IN THE FIELD.



MATCH LINE SEE SHEET 4

Line Table		
Line #	Length	Direction
L3	20.00	N34°24'57"E
L4	20.00	S32°19'05"E
L5	29.01	S57°40'55"W



C.E.S. NW INC.

CIVIL ENGINEERING & SURVEYING

429 - 29TH ST. NE, SUITE D PUYALLUP, WA 98372 Bus: (253) 848-4282 ceservices@cesnwinc.com
JOB# 19070



Subdivision Guarantee Face Page

Order No.: 50000673-103

Guarantee No.: 50000673-103

Liability: \$2,500.00
Charge: \$0.00
Tax: \$0.00
Total: \$0

Subject to the Exclusions from Coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Guarantee, and subject to the further exclusion and limitation that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

Title Resources Guaranty Company
a corporation here in called the Company
Guarantees

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Date: April 20, 2021

A handwritten signature in black ink that reads "Chal Kim".

An Authorized Signature



Title Resources Guaranty Company

By _____
President/CEO

Secretary

A handwritten signature in black ink that reads "Michael Hayden".

Guarantee Conditions and Stipulations (09-12-08)

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

 - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or

waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 8111 Ibj Freeway, Ste. 1200, Dallas, TX 75251, or trgcclaims@trgc.com.



**Subdivision Guarantee
Issued By
Title Resources Guaranty Company**

Schedule A

Order No.: 50000673-103

Guarantee No.:

1. Name of Assured:

CES NW, Inc

2. Date of Guarantee:

April 20, 2021

3. The assurances referred to on the face page hereof are:

- a. That, according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:

See Exhibit A attached hereto.

- b. Title to the estate or interest in the land is vested in:
Harman Development LLC

- c. The estate or interest in the land which is covered by this Guarantee is:

A fee simple estate

Subject to the Exceptions shown below, which are not necessarily shown in order of their priority.

Exceptions:

- (A) Unpatented mining claims; (B) reservations or exceptions in patents or in acts authorizing the issuance thereof; (C) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (D) water rights, claims or title to water, whether or not the matters excepted under (A), (B), (C) or (D) are shown by the public records.
- General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2021

Tax Account No. 0519322019

Amount Billed: \$5,186.56 | Amount Paid: \$0.00 | Amount Due: \$5,186.56

Tax Levy Code: 084

Assessed Values: Land: \$280,900.00 | Improvements: \$146,100.00 | Total: \$427,000.00

(Said Tax Account No. includes portion lying within Harman Way SW)

- Easement and the terms and conditions thereof:

Purpose: Water line

Area affected: a portion of said premises

Recorded as document #1247378 in the [official records](#)

- Matters set forth by survey recorded on July 3, 1984 as document #8407030250 in the [official records](#)

- Easement and the terms and conditions thereof:

Purpose: Access

Area affected: a portion of said premises

Recorded on July 3, 1984 as document #8407030250 in the [official records](#)

6. Easement and the terms and conditions thereof:

Grantee: Orting Community Baptist Church

Purpose: Sewer and water lines

Area affected: a portion of said premises

Recorded on October 24, 1986 as document #8610240428 in the [official records](#)

7. Matters set forth by survey recorded on November 5, 2000 as document #200011085002 in the [official records](#)

8. Easement and the terms and conditions thereof:

Grantee: Puget Sound Energy, Inc.

Purpose: One or more utility systems

Area affected: a portion of said premises

Recorded on February 4, 2021 as document #202102040776 in the [official records](#)

Exhibit "A"

SITUATE IN THE **COUNTY OF PIERCE**, STATE OF WASHINGTON.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89°58' EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2196240;
THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89°58' EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY);
THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 70 FEET;
THENCE SOUTH 65°07'22" WEST 180 FEET;
THENCE SOUTH 27°44" EAST 125 FEET;
THENCE NORTH 65°07'22" EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY;
THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 45 FEET;
THENCE SOUTH 65°07'22" WEST 424.37 FEET;
THENCE SOUTH 89°51' WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROAD;

SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT

THIS INDENTURE WITNESSETH: That I. G. Harman and Minna Harman, husband and wife, of Orling, Washington, parties of the first part, do and in consideration of the sum of One Thousand Dollars (\$1000.00) to them in hand paid by the TOWN OF ORLING, PARTY OF THE SECOND PART, do hereby grant and convey unto the said party of the second part a perpetual right of easement in, along, upon, over and across the following described tract of land situate in Pierce County, State of Washington, to wit:

That certain lane or alley off the westerly end of the I. G. Harman Farm in section 32 Township 19 N Range 5 E known and described as The Harman Lane, Southeastery of Huggins Subdivision to the Town of Orling, said easement to begin on the northerly line of County Street and extend easterly therefrom 240 feet more or less, for the purpose of laying, replacing, repairing and maintaining a water pipe to serve customers of the Town Water System adjacent to the above described tract, with the right to enter upon the said premises at any and all times for the purpose of making alterations or repairs thereto.

Dated this 23rd day of May, 1939.

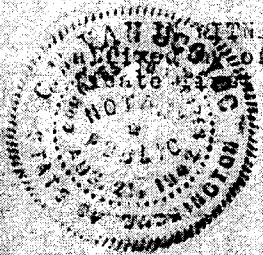
I. G. Harman

Minna Harman

STATE OF WASHINGTON)
) ss
County of Pierce)

I, G. W. Van Scoyoc, a Notary Public in and for the said State, do hereby certify that on this 23rd day of May, 1939, personally appeared before me, I. G. Harman and Minna Harman, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



G. W. Van Scoyoc

Notary Public in and for the State of Washington, residing at Orling.

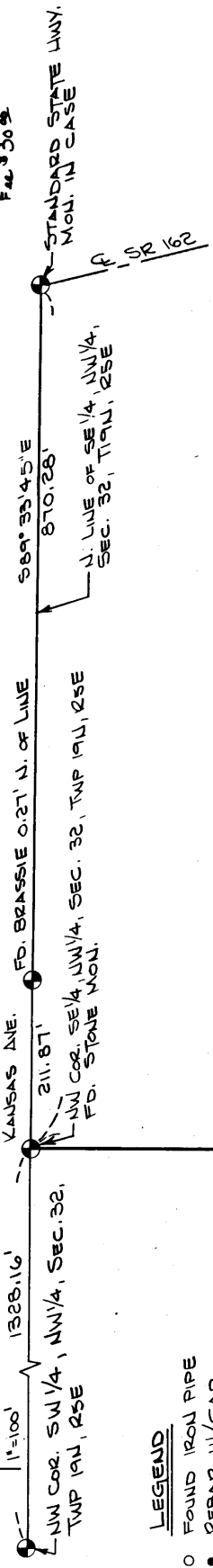
Filed for Record July 21st 1939
Book 11 Page 107
Town of Orling
and Pierce County Clerk

RECORD OF SURVEY

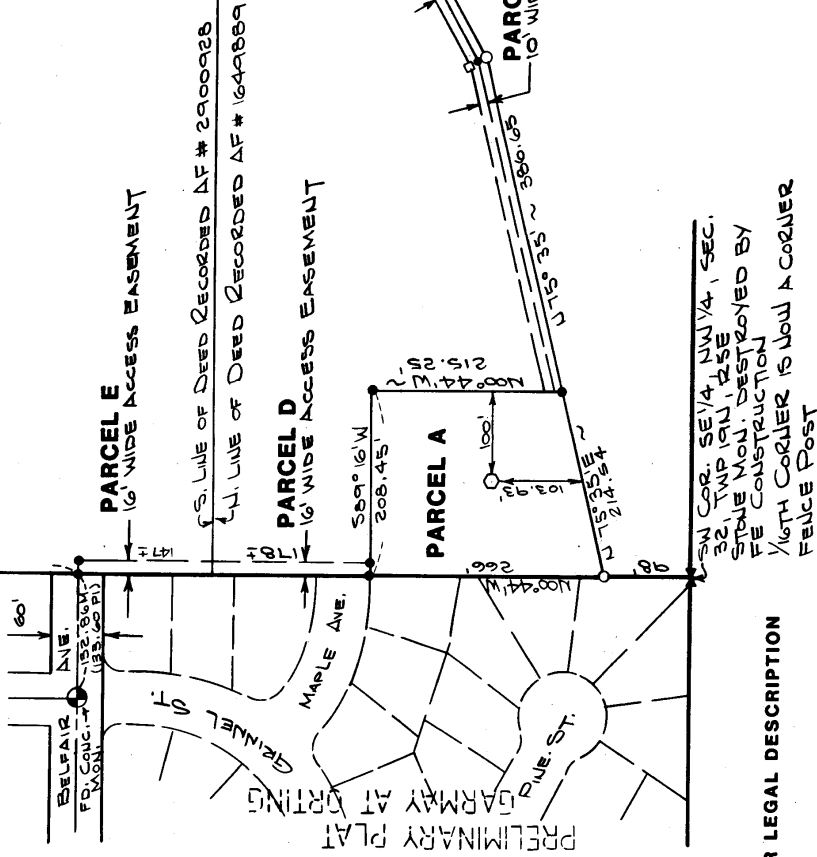
CITY OF ORTING WELL NO. 2

SECTION 32, TOWNSHIP 19N, RANGE 5E, W.M.

AUDITORS CERTIFICATE
 FILED FOR RECORD THIS 31st DAY OF July 1984
 IN BOOK 17231A IN BOOK OF SURVEYS AT AGE
 AT THE REQUEST OF
 FEE NO. 8407030250
 RA Dineco DEPUTY
 AUDITOR J. Walters
 FEE \$30.00



- LEGEND**
- FOUND IRON PIPE
 - REBAR W/CAP
 - LINE HUBS
 - WELL CASING
 - FOUND MON. AS NOTED



SEE SHEET 2 FOR LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
 DIRECTORSHIP IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING
 ACT AT THE REQUEST OF
 RA Dineco
 REGISTERED LAND SURVEYOR NO. 18902
 M.F. GARCIA
 6/28/84



NW 1/4 8407030250
 VOL. 201 PAGE 2195
 8407030250

REV. NO.	DATE	REVISION DESCRIPTION

WELL NO. 2
 CITY OF ORTING

PAC-TECH ENGINEERING, INC.
 1200 N. BROADWAY SUITE 200
 PORTLAND, OREGON 97227
 PHONE 503-255-1234
 FAX 503-255-1235

LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF REAL PROPERTY FOR THE CITY OF ORTING WELL NO. 2 BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 00°44' WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 98 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 75°34' EAST A DISTANCE OF 214.54 FEET, TO A POINT 208.45 FEET PERPENDICULAR DISTANT EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 215.25 FEET, THENCE SOUTH 89°16' WEST A DISTANCE OF 208.45 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE ALONG SAID WEST LINE SOUTH 00°44' EAST 266 FEET TO THE POINT OF BEGINNING.

PARCEL B:

LEGAL DESCRIPTION FOR UTILITY EASEMENT OF THE SOUTHERLY 10 FEET OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ROY E. ERICKSON AND VIOLET A. ERICKSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 1649889, THE SOUTHERLY LINE OF SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°44' WEST A DISTANCE OF 98 FEET, THENCE NORTH 75°34' EAST A DISTANCE OF 214.54 FEET, TO A POINT 208.45 FEET PERPENDICULAR DISTANT EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG THE POINT OF BEGINNING FOR THE SOUTHERLY LINE OF SAID EASEMENT, THENCE NORTH 75°36' EAST A DISTANCE OF 386.65 FEET, THENCE NORTH 89°16' WEST A DISTANCE OF 736.80 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PIONEER, ALSO KNOWN AS SR-162 AND THE TERMINUS OF THE SOUTH LINE OF SAID EASEMENT.

PARCEL C

LEGAL DESCRIPTION FOR A 10 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OVER A PORTION OF THE NORTHERLY 10 FEET OF THE SOUTHERLY 20 FEET OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ROY E. ERICKSON AND VIOLET A. ERICKSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 1649889, THE SOUTHERLY LINE OF SAID SOUTHERLY 20 FEET IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER NORTH 00°44' WEST A DISTANCE OF 98 FEET; THENCE NORTH 75°34' EAST A DISTANCE OF 214.54 FEET, TO A POINT 208.45 FEET PERPENDICULAR DISTANT EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG THE POINT OF BEGINNING ON THE SOUTHERLY LINE OF SAID EASEMENT, THENCE NORTH 75°36' EAST A DISTANCE OF 386.65 FEET, THENCE NORTH 89°16' WEST A DISTANCE OF 736.80 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PIONEER, ALSO KNOWN AS SR-162, AND THE TERMINUS OF THE SOUTHERLY LINE OF SAID SOUTHERLY 20 FEET.

PARCEL D:

A 16 FOOT WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 16 FEET OF THAT CERTAIN TRACT OF LAND CONVEYED TO ROY E. ERICKSON AND VIOLET A. ERICKSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE # 1649889, THE WEST LINE OF SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 00°44' WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 364 FEET TO THE POINT OF BEGINNING OF SAID WEST LINE OF THE EASEMENT; THENCE CONTINUING NORTH 00°44' WEST ALONG SAID SUBDIVISION LINE A DISTANCE OF 178 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID A.P. #1649889 AND THE TERMINUS OF SAID EASEMENT'S WEST LINE.

PARCEL E:

A 16 FOOT WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF THE WEST 16 FEET OF THAT CERTAIN TRACT OF LAND CONVEYED TO HOWARD W. HARMAN AND ELIZABETH J. HARMAN, HUSBAND AND WIFE, BY DEED RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE #2900928, THE WEST LINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 647.50 FEET, TO THE POINT OF BEGINNING OF THE WEST LINE OF SAID EASEMENT, BEING ALSO THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER WITH THE CENTERLINE OF BELFAIR AVENUE AS RECORDED AT PAGE 13 OF VOLUME 37 OF PLATS IN THE PIERCE COUNTY AUDITOR'S OFFICE; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 147 FEET MORE OR LESS, TO THE SOUTH LINE OF SAID A.P. #2900928 AND THE TERMINUS OF SAID EASEMENT'S WEST LINE.

DESIGN	DATE	BY
DRAWN		
CHECKED		
SEC.	TWN.	RANGE
FIELD NO.	DATE	SCALE

REV. NO.	REVISION DESCRIPTION	DATE	BY

TITLE WELL NO. 2
 LEGAL DESCRIPTION
 CLIENT CITY OF ORTING

PAC-TECH ENGINEERING, INC.
 100 SOUTH 9th STREET, SUITE 202
 TACOMA, WASHINGTON 98402 (206) 343-4444
 METTLER 628-8728 FAX NUMBER 868-7088

SHEET 2 OF 2
 JOB NO. 2831

8407030250
 VOL 2011 PAGE 2196

EASEMENT GRANT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between HOWARD WAYNE HARMAN and ELIZABETH J. HARMAN, husband and wife, hereinafter referred to as Grantor, and ORTING COMMUNITY BAPTIST CHURCH, a Washington Non-Profit Corporation, hereinafter referred to as Grantee.

WHEREAS Grantor is the owner of the real property described as Parcel A described below owing such as his separate property; and

WHEREAS Grantee is the owner of the real property located adjacent to Parcel A and described below as Parcel B; and

WHEREAS, Grantee desires to obtain an easement across Parcel A; and

WHEREAS, Grantor is willing to grant such an easement, subject to a maintenance agreement; and

NOW THEREFORE, in consideration of the above recitals, the mutual benefits to be derived herefrom, all other valuable consideration, the parties hereto covenant and agree as follows:

1. **Sewer and Water Easement:** Grantor hereby gives, grants and conveys to Grantee a nonexclusive easement for the benefit of the property described as Parcel B for the purpose of constructing and maintaining a sanitary sewer line and water supply line along and under a ten foot by ten foot area of the real property described as Parcel A herein which area is fully described below, together with the right of ingress, egress and access for the limited purpose of constructing, maintaining and repairing said sewer and water lines.
2. **Benefit:** The easement conveyed shall be for the benefit of Parcel B only and such improvements as are built thereon and not for benefit of any other properties.
3. **Grantees' Covenant:** Grantee covenants and agrees to the following on behalf of themselves and their successors and assigns of Parcel B:
 - A. All sewer and water lines installed on said easement shall be installed and maintained according to applicable codes and ordinances and so as to least interfere with Grantors' use and enjoyment of Parcel A.
 - B. Except under emergency conditions, any and all construction work repair or maintenance shall be coordinated with the then owners of Parcel A so as to cause the least possible destruction of the use and enjoyment of Parcel A.
 - C. All improvements on Parcel A disturbed or damaged by construction, maintenance or repair of the said sewer and water lines shall be restored to their then existing condition or better as soon as practicable.
4. **Negative Easement:** The covenants made herein by Grantee shall constitute a negative easement and burden on Parcel B in favor of and for the benefit of Parcel A which shall run with the land. Any duties or obligations arising hereunder during their term of ownership of Parcel B shall be personal obligations of the then owner or owners of such parcel. Any subsequent owner of Parcel B shall, by accepting an ownership interest in such parcel, accept all of such duties and obligations.
5. **Enforcement:** In the event of any suit to interpret or enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
6. **Attachment to Real Property:** All rights, duties, liabilities, burdens and benefits arising out of this document shall attach to Parcel A and to Parcel B and shall run with the land, so as to bind the successors in interest and assigns of each party as if successors in interest and assigns were signatories hereto.
7. **Parcel A:** Parcel A is located in the City of Orting, Pierce County, Washington, and is described as follows:

Commencing at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 19 North, Range 5 East of the W.M.; thence South along the West line of said subdivision, 400.96 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Lester E. Backus and

10-24-86

G. P. SEBBIANS
ATTORNEY AT LAW
407 EAST TRAIN AVENUE
P.O. BOX 393
ORTING, WASHINGTON 98380
(206) 863-3304

Sara E. Backus, husband and wife, by deed recorded under Auditor's Fee No. 2726585 and to true p 'nt of beginning; thence along the South line of said Backus tract South 89° 58' East 539.88 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Gilbert P. Enger and Mildred M. Enger, husband and wife, by deed recorded under Auditor's Fee No. 2196240; thence along the South line of said Enger tract continuing South 89° 58' East to the centerline of County Street (Harman Way); thence along said centerline South 27° 44' East 70 feet; thence South 65° 07' 22" West 180 feet; thence South 27° 44' East 125 feet; thence North 65° 07' 22" East 180 feet to the centerline of County Street Harman Way; thence along said centerline South 27° 44' East 45 feet; thence South 65° 07' 22" West 424.37 feet; thence South 89° 51' West 800 feet, more or less, to the West line of said Southeast quarter of the Northwest quarter; thence North along said West line 393.7 feet, more or less, to the true point of beginning.

8. Parcel B: Parcel B is located in the City of Orting, Pierce County, Washington, and described as follows:

Beginning 215.82 feet South from the center of the Northwest quarter of Section 32, Township 19 North, Range 5 East of the W.M., thence South 185.46 feet; thence East 539.88 feet; thence North 87.12 feet; thence East 138 feet; thence North 98.34 feet; thence West 677.88 feet to the point of beginning, in Pierce County, Washington.

TOGETHER WITH: The West half of Lot 13, Cary's Addition to Orting, W.T., according to plat recorded in Book 2 of plats at page 144, in Pierce County, Washington; and

TOGETHER WITH an easement along and under the following described property:

The North 10 feet of Lot 3, Block 3, FORD'S FIRST ADDITION TO ORTING, WASHINGTON, recorded in Book 34 of Plats and page 13, in Pierce County, Washington.

10. Description of Easement: The easement granted herein shall be along and under the following described portion of Parcel A:

The Northerly 10 feet of the Westerly 10 feet of Parcel A described above.

DATED this 29TH day of SEPTEMBER, 1986.

ORTING COMMUNITY BAPTIST CHURCH

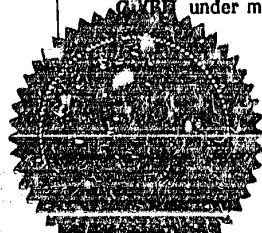
Howard Wayne Harman BY: Richard A Wood
 HOWARD WAYNE HARMAN

Elizabeth J. Harman ATTEST: Yvonne J Mills
 ELIZABETH J. HARMAN SECRETARY

STATE OF WASHINGTON)
) ss.
 County of Pierce)

On this day personally appeared before me RICHARD A WOOD and YVONNE J MILLS, to me known to be the Chairman, Board of Deacons and Secretary, respectively, of the Orting Community Baptist Church, a Washington Non Profit Corporation, executing the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESSED under my hand and official seal this 29TH day of SEPTEMBER, 1986.

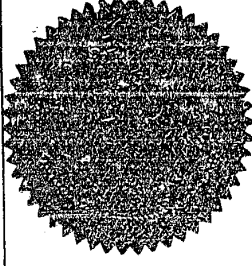


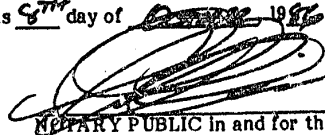
[Signature]
 NOTARY PUBLIC in and for the State of Washington, residing at Orting.
 Commission expires: 8/189
 G. P. BLODONS
 ATTORNEY AT LAW
 407 EAST TRAIN AVENUE
 P.O. BOX 303
 ORTING, WASHINGTON 98300
 (206) 893-3394

STATE OF WASHINGTON)
County of Pierce } ss.

On this day personally appeared before me HOWARD WAYNE HARMAN and ELIZABETH J. HARMAN, husband and wife, 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 8TH day of October 1986

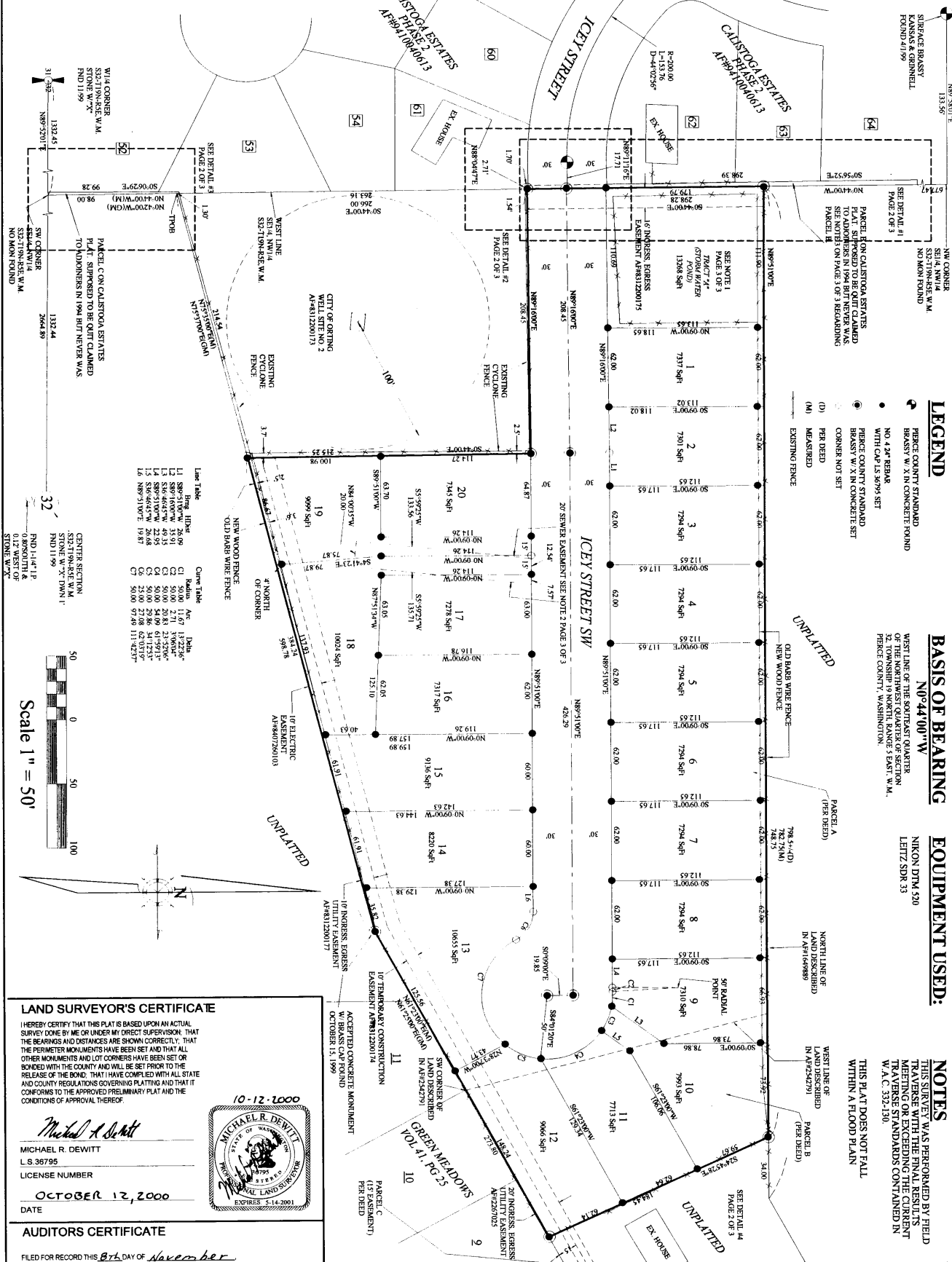



NOTARY PUBLIC in and for the State
of Washington, residing at CORVALLIS.
Commission expires: 8.1.89

RECORDED
36 OCT 24 P 3 23
PIERCE COUNTY WASH
DEPUTY

TWIN RIVERS

A PORTION OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 19 NORTH
RANGE 5 EAST, W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON.

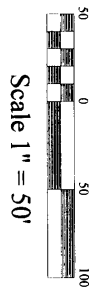


Line Table

Line	Bearing	Distance	Area
L1	S89°31'00"W	28.00	1.32236*
L2	S89°16'00"W	35.91	1.37064*
L3	S88°46'54"W	22.55	1.04227*
L4	S88°46'54"W	26.68	1.25135*
L5	S88°46'54"W	26.68	1.25135*
L6	N89°31'00"E	19.87	0.99958*
C1	S0°00'00"E	11.67	0.54226*
C2	S0°00'00"E	11.67	0.54226*
C3	S0°00'00"E	11.67	0.54226*
C4	S0°00'00"E	11.67	0.54226*
C5	S0°00'00"E	11.67	0.54226*
C6	S0°00'00"E	11.67	0.54226*
C7	S0°00'00"E	11.67	0.54226*
C8	S0°00'00"E	11.67	0.54226*
C9	S0°00'00"E	11.67	0.54226*
C10	S0°00'00"E	11.67	0.54226*

Corner Table

Corner	Bearing	Distance	Area
C1	S0°00'00"E	11.67	0.54226*
C2	S0°00'00"E	11.67	0.54226*
C3	S0°00'00"E	11.67	0.54226*
C4	S0°00'00"E	11.67	0.54226*
C5	S0°00'00"E	11.67	0.54226*
C6	S0°00'00"E	11.67	0.54226*
C7	S0°00'00"E	11.67	0.54226*
C8	S0°00'00"E	11.67	0.54226*
C9	S0°00'00"E	11.67	0.54226*
C10	S0°00'00"E	11.67	0.54226*



LEGEND

- PIERCE COUNTY STANDARD BRASSY W. X IN CONCRETE FOUND
- NO. 4 2" BRASS WITH GAL. 12 30/995 SET
- PIERCE COUNTY STANDARD BRASSY W. X IN CONCRETE SET
- CORNER NOT SET
- PER DEED
- MEASURED
- EXISTING FENCE

BASIS OF BEARING

N0°44'00"W
WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., PIERCE COUNTY, WASHINGTON.

EQUIPMENT USED:

NIKON DTM 520
LEITZ SDR 33

NOTES

THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH THE FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 352-150.
THIS PLAT DOES NOT FALL WITHIN A FLOOD PLAIN

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY, THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE COUNTY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND, THAT I HAVE COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

10-12-2000
MICHAEL R. DEWITT
L.S. 38795
LICENSE NUMBER
OCTOBER 12, 2000
DATE

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 8th DAY of November
2000, AT 37 MINUTES PAST 3:00 PM.
RECORDS OF PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON
RECORDING NUMBER 200011085002
Cathy Pearson-Stipick
PIERCE COUNTY AUDITOR
FEES \$34.00
BY [Signature]

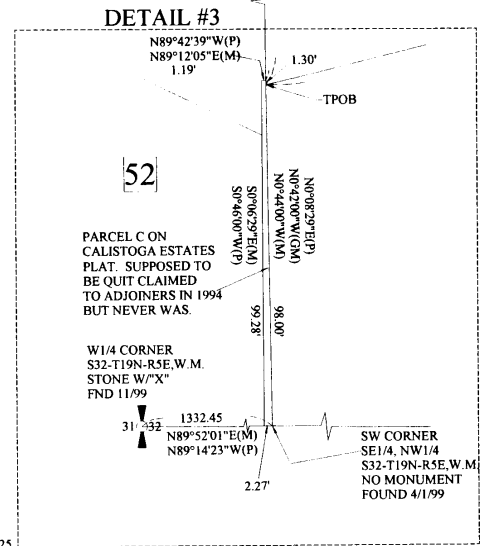
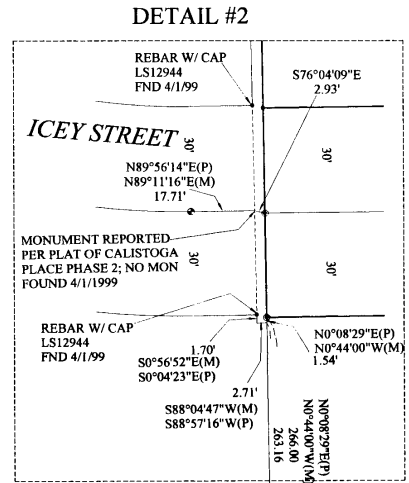
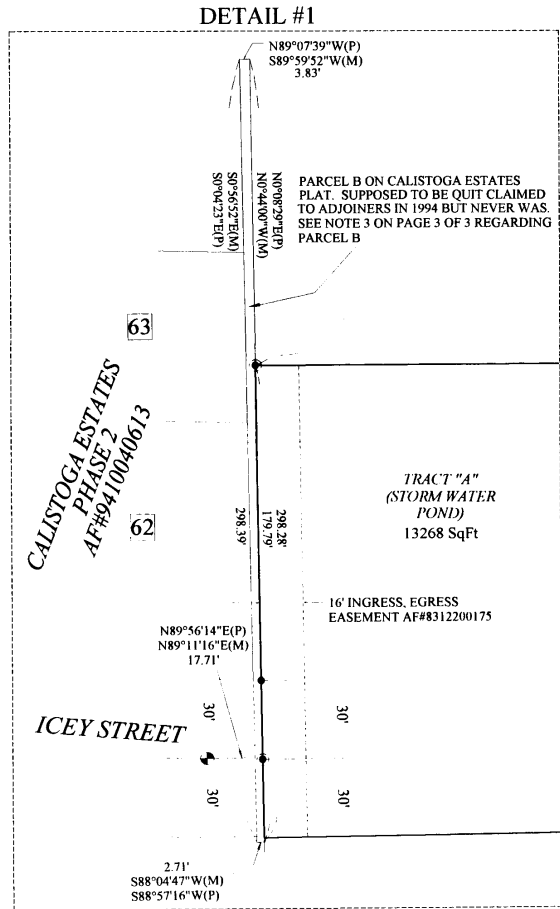
FILE NAME
TWIN RIVERS
DRAWN
M. DeWitt
CHECKED BY
M. DeWitt
DATE REVISION
SEPT 25, 2000
REVISION NO.
#3
FIELD BOOK NO.
518-A



HOLMVIG, DEWITT & ASSOCIATES, INC.
LAND SURVEYING / PLANNING / ENGINEERING SUPPORT
1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

TWIN RIVERS

A PORTION OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 19 NORTH
RANGE 5 EAST, W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON.

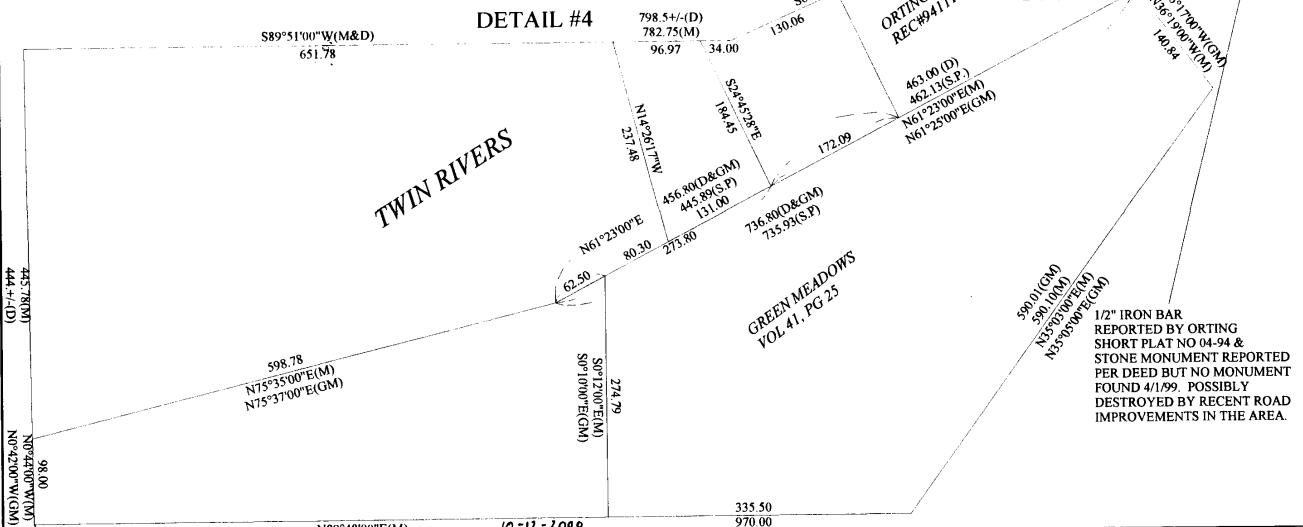


ADDRESS SYSTEM

LOT 1	311 ICEY ST SW	LOT 11	205 ICEY ST SW
LOT 2	309 ICEY ST SW	LOT 12	206 ICEY ST SW
LOT 3	307 ICEY ST SW	LOT 13	210 ICEY ST SW
LOT 4	303 ICEY ST SW	LOT 14	212 ICEY ST SW
LOT 5	217 ICEY ST SW	LOT 15	214 ICEY ST SW
LOT 6	215 ICEY ST SW	LOT 16	216 ICEY ST SW
LOT 7	213 ICEY ST SW	LOT 17	302 ICEY ST SW
LOT 8	211 ICEY ST SW	LOT 18	304 ICEY ST SW
LOT 9	209 ICEY ST SW	LOT 19	306 ICEY ST SW
LOT 10	207 ICEY ST SW	LOT 20	308 ICEY ST SW

REFERENCE SURVEYS

- ROS#8407030250
- ROS#9402100686
- (SP) ORTING SP 04-94 REC#9411100519
- CALISTOGA PLACE (PH1) REC#9402170243
- (P) CALISTOGA PLACE (PH2) REC#9410040613
- ROS#200001205005
- (GM) GREEN MEADOWS ADD'N REC#2359160 VOL 41, PG 25
- (D) DEED REC#1649889



FILE NAME	TWIN RIVERS
DRAWN	M. DeWitt
CHECKED BY	M. DeWitt
DATE/REVISION	SEPT 25, 2000 #3
REVISOR NO.	#3
FIELD BOOK NO.	518-A

H **D** **HOLMVG, DEWITT & ASSOCIATES, INC.**
LAND SURVEYING / PLANNING / ENGINEERING SUPPORT
1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

TWIN RIVERS

A PORTION OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 19 NORTH
RANGE 5 EAST, W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON.

LEGAL DESCRIPTION

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
 THENCE NORTH 0° 44' WEST 98 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 75° 35' 00" EAST 596.78 FEET;
 THENCE NORTH 61° 23' EAST TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN RECORDING NUMBER 2542791;
 THENCE NORTHERLY ALONG THE WEST LINE OF THE PROPERTY DESCRIBED IN RECORDING NUMBER 2542791 TO THE NORTHWEST CORNER OF THE PREMISES DESCRIBED IN RECORDING NUMBER 2542791 BEING A POINT ON THE NORTH LINE OF PROPERTY CONVEYED UNDER RECORDING NO. 1649889;
 THENCE WESTERLY ON SAID NORTH LINE TO THE NORTHWEST CORNER OF THE PROPERTY CONVEYED UNDER RECORDING NO. 1649889;
 THENCE SOUTH ALONG THE WEST LINE OF THE PREMISES CONVEYED UNDER RECORDING NO. 1649889 TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF ORTING UNDER RECORDING NO. 8312200173.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
 THENCE NORTH 0° 44' WEST 98 FEET;
 THENCE NORTH 75° 35' 00" EAST 596.78 FEET;
 THENCE NORTH 61° 23' EAST 273.8 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO ROY E. ERICKSON AND VIOLET A. ERICKSON, HUSBAND AND WIFE, RECORDED UNDER RECORDING NO. 1649889, WHICH POINT FOR THE PURPOSE OF THIS DESCRIPTION SHALL BE DESIGNATED POINT "A";
 THENCE CONTINUE NORTH 61° 23' EAST 463 FEET TO A STONE MONUMENT ON THE WESTERLY BOUNDARY OF PIONEER WAY;
 THENCE ALONG SAID WESTERLY BOUNDARY NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1940 FEET, 141.50 FEET;
 THENCE SOUTH 65° 07' 22" WEST 398.7 FEET;
 THENCE SOUTH 89° 51' WEST 142.5 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 89° 51' EAST 96 FEET;
 THENCE SOUTHEASTERLY ON A STRAIGHT LINE 183 FEET, MORE OR LESS, TO THE DESIGNATED POINT "A";
 THENCE SOUTH 61° 23' WEST 131 FEET;
 THENCE NORTHWESTERLY ON A STRAIGHT LINE 244 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL C

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A STRIP OF LAND 15 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF A CENTERLINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED TRACT (PARCEL B) 7.5 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID PROPERTY AND MEASURED AT RIGHT ANGLES THERETO;
 THENCE NORTH 61° 23' EAST 463 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PIONEER WAY AND END OF THE CENTERLINE DESCRIPTION.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DEDICATION:

I (WE), THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED PROPERTY DEDICATE THIS PLAT TO BE KNOWN AS "TWIN RIVERS" TO THE PURCHASERS THEREOF. WE DEDICATE THE STREETS HEREIN AND THE EASEMENTS, TO THE USE OF THE PUBLIC FOREVER AND HEREBY GRANT TO THE PUBLIC THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THE STREETS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS

THIS 20 DAY OF OCTOBER, 2000.

James L. Hanesett
Marie L. Hanesett
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) S.S.
 COUNTY OF PIERCE)

ON THIS 20 DAY OF October, 2000, BEFORE ME PERSONALLY APPEARED

Gerald L. Hanesett
 OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT (HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE SAID INSTRUMENT. IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Marlene Green 2-01-02
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

ACKNOWLEDGEMENT:
 STATE OF WASHINGTON)
) S.S.
 COUNTY OF PIERCE)

ON THIS 17th DAY OF November, 2000, BEFORE ME PERSONALLY APPEARED

Kathleen Hess
 OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT

(HE/SHE/THEY) (IS/ARE) AUTHORIZED TO EXECUTE SAID INSTRUMENT

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

Amie Daire
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,



FRONTIER BANK
James L. Hanesett
 VICE PRESIDENT

APPROVALS

CITY ENGINEER

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "TWIN RIVERS" IS DULY APPROVED THIS 26th DAY OF October, 2000.

Doug Buchanan
 CITY ENGINEER, CITY OF ORTING DATE 10/26/00

MAYOR - CLERK

EXAMINED AND APPROVED

Ray & Coltrani
 MAYOR, CITY OF ORTING DATE 10-26-00

Juan J. Davie
 CITY CLERK, CITY OF ORTING DATE 10-26-00

PLANNING COMMISSION

I HEREBY CERTIFY THAT THE PLAT OF "TWIN RIVERS" HAS BEEN REVIEWED AND APPROVED BY THE CITY OF ORTING PLANNING COMMISSION.

Bonnie Walker
 PLANNING COMMISSION CHAIRMAN DATE OCTOBER 26, 2000

VICE CHAIRMAN DATE

NOTES

- TRACT A IS DEEDED TO THE CITY OF ORTING UPON THE RECORDING OF THIS PLAT.
- CITY OF ORTING IS GRANTED A 20' EASEMENT FOR INGRESS, EGRESS, MAINTENANCE AND CONSTRUCTION PURPOSES OVER, UNDER, AND ACROSS PORTIONS OF LOTS 17, 18, AND 19 AS SHOWN ON THE FACE OF THIS PLAT. THIS EASEMENT IS GRANTED TO CITY OF ORTING UPON THE RECORDING OF THIS PLAT.
- LETTER DATED MAY 5, 1999, FROM GEORGE S. KELLEY, CITY ATTORNEY FOR THE CITY OF ORTING REGARDING THE STATUS OF THE 3'+/- STRIP OF LAND LOCATED BETWEEN CALISTOGA PLACE PHASE 1 AND TWIN RIVERS SUBDIVISION. THE CITY WILL ACCEPT THE PLAT OF TWIN RIVERS SUBDIVISION WITH 3'+/- GAP AND WILL TAKE WHATEVER STEPS NECESSARY TO ENSURE ACCESS TO THE TWIN RIVERS SUBDIVISION OVER ICEY STREET SW AND WILL CONDEMN THE 3'+/- STRIP IF NECESSARY.

ASSESSOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND ARE CURRENT.

James L. Hanesett
 ASSESSOR, PIERCE COUNTY, WASHINGTON DATE 11-8-00

EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ANY POWER COMPANY, ANY WATER COMPANY, ANY SEWER COMPANY, ANY TELEPHONE COMPANY, ANY GAS COMPANY, ANY CABLE TELEVISION COMPANY, THE U.S. POSTAL SERVICE AND THERE RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT TEN (10) FEET PARALLEL WITH AND ADJOINING THE PRIVATE ROAD EASEMENT, IN WHICH TO INSTALL LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 17th DAY OF November 2000, AT 37 MINUTES PAST 3:00 P.M.

RECORDS OF PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

RECORDING NUMBER 200011085002
Cathy Pearsall-Stupek
 PIERCE COUNTY AUDITOR
 FEE \$41.00
 BY *J. Hanesett*



FILE NAME TWIN RIVERS
 DRAWN M. DeWitt
 CHECKED BY M. DeWitt
 DATED/REVISED SEPT 25, 2000
 REVISION NO. #3
 FIELD BOOK NO. 518-A



HOLMVIG, DEWITT & ASSOCIATES, INC.
 LAND SURVEYING / PLANNING / ENGINEERING SUPPORT
 1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

200011085002

Original

TWIN RIVERS

A PORTION OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 19 NORTH
RANGE 5 EAST, W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON.

ry

INDIVIDUAL:

STATE OF WASHINGTON)
COUNTY OF PIERCE)^{SS}

ON THIS DAY PERSONALLY APPEARED BEFORE ME Mary Ann Homeysett TO ME
KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND
FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE SIGNED THE SAME AS HIS/HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS
7th DAY OF NOVEMBER, 2000

Anne Gaine
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON. MY COMMISSION
EXPIRES 3-01-03



INDIVIDUAL:

STATE OF WASHINGTON)
COUNTY OF PIERCE)^{SS}

ON THIS DAY PERSONALLY APPEARED BEFORE ME Gerald L. Homeysett TO ME
KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN AND
FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE SIGNED THE SAME AS HIS/HER
FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS
7th DAY OF NOVEMBER, 2000

Anne Gaine
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON. MY COMMISSION
EXPIRES 3-01-03



9-25-2000




FILE NAME	TWIN RIVERS
DRAWN	M. DeWitt
CHECKED BY	M. DeWitt
DATE REVISION	SEPT 25, 2000
REVISION NO.	#3
FIELD BOOK NO.	518-A




HOLMVIG, DEWITT & ASSOCIATES, INC.
LAND SURVEYING / PLANNING / ENGINEERING SUPPORT
1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

Original


 202102040776 XGARCIA
 02/04/2021 01:15:52 PM \$106.50 4 PGS
 AUDITOR, Pierce County, WASHINGTON

RETURN ADDRESS:
 Puget Sound Energy, Inc.
 Attn: ROW Department
 3130 S. 38th Street
 Tacoma, WA 98409
 MLH


PUGET SOUND ENERGY
EASEMENT

REFERENCE #:
 GRANTOR (Owner): **HARMAN DEVELOPMENT, LLC**
 GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
 SHORT LEGAL: **PTN SE ¼ NW ¼ 32-19N-05E**
 ASSESSOR'S PROPERTY TAX PARCEL: **051932-2-019**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **HARMAN DEVELOPMENT, LLC**, a Washington limited liability company ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **PIERCE** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT No. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY.

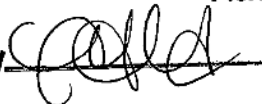
EASEMENT No. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PRIVATE AND PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.

EASEMENT No. 3: A STRIP OF LAND 5 FEET IN WIDTH ACROSS TRACTS "B" AND "C" LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PRIVATE AND PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

UG gas & electric / Job #105093999 107059495 / RW-117425 / Nol. 11662542

EXCISE TAX EXEMPT DATE 2/4/21
Pierce County

By  **Auth. Sig.**

a. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

4. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 23 day of SEPTEMBER, 2020.

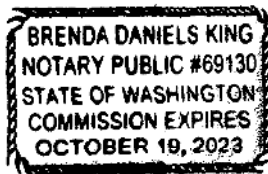
OWNER: HARMAN DEVELOPMENT, LLC

BY: HARMAN DEVELOPMENT LLC
David W. Harman
TITLE: MANAGER

STATE OF WASHINGTON)
COUNTY OF Pierce) ss

On this 23 day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID W. Harman (Name), to me known to be the person who signed as manager (Title), of HARMAN DEVELOPMENT, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of HARMAN DEVELOPMENT, LLC, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Brenda Daniels King
(Signature of Notary)
Brenda Daniels King
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington, residing at Pierce CO
My Appointment Expires: 10-19-23

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"

LEGAL DESCRIPTION:

Commencing at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 32, Township 19 North, Range 5 East of the Willamette Meridian; thence south along the West line of said subdivision, 400.96 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Lester E. Backus and Sara E. Backus, husband and wife, by deed recorded under Auditor's Fee No. 2726805 and to true point of beginning; Thence along the South line of said Backus tract South 89°58'; East 539.88 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Gilbert P. Enger and Mildred M. Enger, husband and wife, by deed recorded under Auditor's Fee No. 2196240; thence along the South line of said Enger tract continuing South 89°58' East to the centerline of County Street (Harman Way); thence along said centerline South 27°44' East 70 feet; thence South 65°07'22" West 180 feet; thence South 27°44" East 125 feet; thence North 65°07'22" East 180 feet to the centerline of County Street Harman Way; thence along said centerline South 27°44' East 45 feet; thence South 65°07'22" West 424.37 feet; thence South 89°51' West 800, more or less, to the West line of said Southeast quarter of the Northwest quarter; thence North along said West line 393.7 feet, more or less, to the true point of beginning.

UG gas & electric / Job #105093999 1070595485 / RW-117425 / Nol. 11662542

AFTER RECORDING RETURN TO:
D.R. HORTON
11241 SLATER AVE, SUITE 200
KIRKLAND, WA 98033
ATTN: HOA DEPARTMENT

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
TAHOMA VALLEY ESTATES**

Grantor: SSHI LLC, a Delaware limited liability company, dba D.R. Horton

Grantee: Tahoma Valley Estates Homeowners Association, a Washington nonprofit corporation

Abbr. Legal Description: PTN. NW ¼., SEC 32-19N-5E., W.M., CITY OF ORTING, PIERCE COUNTY, WASHINGTON
(Full Legal on Schedule A)

Assessor's Parcel No.: 0519322019

Documents Referenced: n/a

THE PLAT FOR THIS COMMUNITY WAS FILED WITH THE AUDITOR OF PIERCE COUNTY, WASHINGTON UNDER AUDITOR'S FILE NO. _____.

THIS COMMON INTEREST COMMUNITY IS SUBJECT TO THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT (CHAPTER 64.90 RCW)

TABLE OF CONTENTS

	Page
ARTICLE 1 CONSTRUCTION AND VALIDITY OF DECLARATION	1
ARTICLE 2 DEFINITIONS.....	1
ARTICLE 3 NAME OF COMMUNITY	6
ARTICLE 4 DESCRIPTION OF REAL ESTATE AND BUILDINGS	6
ARTICLE 5 DESCRIPTION OF UNITS	6
ARTICLE 6 ALLOCATED INTERESTS	6
ARTICLE 7 COMMON ELEMENTS	7
ARTICLE 8 LIMITED COMMON ELEMENTS	8
ARTICLE 9 EASEMENTS.....	8
ARTICLE 10 USE RESTRICTIONS AND CONDUCT RESTRICTIONS.....	12
ARTICLE 11 MAINTENANCE, CONSTRUCTION AND ALTERATIONS	18
ARTICLE 12 SPECIAL DECLARANT RIGHTS.....	21
ARTICLE 13 OWNERS ASSOCIATION.....	24
ARTICLE 14 TRANSITION TO OWNER CONTROL	26
ARTICLE 15 THE BOARD OF DIRECTORS	27
ARTICLE 16 BUDGET AND ASSESSMENTS	29
ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS.....	32
ARTICLE 18 ENFORCEMENT OF GOVERNING DOCUMENTS	34
ARTICLE 19 TORT AND CONTRACT LIABILITY	36
ARTICLE 20 INSURANCE.....	37
ARTICLE 21 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY	39
ARTICLE 22 CONDEMNATION.....	42
ARTICLE 23 PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS.....	43
ARTICLE 24 AMENDMENT OF DECLARATION OR MAP	43
ARTICLE 25 TERMINATION OF COMMUNITY.....	45
ARTICLE 26 NOTICES.....	45
ARTICLE 27 ASSIGNMENT BY DECLARANT	45
ARTICLE 28 DISPUTE RESOLUTION.....	45

SCHEDULES:

- A Description of Real Estate Subject to Declaration
- B Schedule of Maintenance Responsibilities

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
TAHOMA VALLEY ESTATES**

ARTICLE 1 CONSTRUCTION AND VALIDITY OF DECLARATION

Section 1.1 Purpose. Declarant has recorded this Declaration to create a single-family residential community of the real estate described in Schedule A, to enhance the value of the Community, to establish a system for governance of the Community, and to protect the interests of Persons having any right, title or interest to real estate in the Community, pursuant to the CIC Act. This Declaration shall be effective as of the date that it is recorded.

Section 1.2 Construction. The creation and operation of the Community are governed by this Declaration, the Map and the CIC Act. In the event a provision of the Declaration is inconsistent with a provision of the CIC Act, the provisions of the CIC Act will prevail. In the event of a conflict between a provision of this Declaration and the Bylaws, the Declaration will prevail except to the extent the Declaration is inconsistent with the CIC Act. An insignificant failure of the Declaration or the Map, or any amendment thereto, to comply with the CIC Act will not, however, invalidate the creation of the Community, nor will it make unmarketable or otherwise affect the title to a Unit and its Common Ownership Interest.

Section 1.3 Covenants Running with Land. This Declaration shall operate as servitude and shall bind Declarant, the Association, all Owners and any other Persons having any right, title or interest in the real estate subject to this Declaration, or any portion thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

Section 1.4 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision if the remaining provision or provisions comply with the CIC Act.

Section 1.5 Percentage of Owners or Mortgagees. For purposes of determining the percentage of Owners, Mortgagees or voting power necessary to approve a proposed decision or course of action where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, an Owner shall be deemed a separate Owner for each Unit so owned and a Mortgagee shall be deemed a separate Mortgagee for each first Mortgage so held.

Section 1.6 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association shall be proportionately increased on July 1 of each year by the percentage change in the consumer price index specified in Section 065(2) of the CIC Act.

ARTICLE 2 DEFINITIONS

Section 2.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply. The singular form of words includes the plural and the plural includes the singular. Masculine, feminine and neutral pronouns are used interchangeably.

“Allocated Interests” means the Common Ownership Interest, if any, as to any Common Elements owned in common by the Unit Owners, the Common Expense Liability and the Voting Interest allocated to each of the Units in the Community. The formulas used to determine the Allocated Interests are set forth in Article 6.

“Arbitration Demand” is defined in Section 28.1.

“Architectural Control Committee” or **“ACC”** means any committee established or designated by the Board for the purpose of carrying out some or all of the Board functions set forth in Article 11.

“Articles” means Articles of Incorporation for the Association.

“Assessments” means all sums chargeable by the Association against a Unit, including, without limitation: (a) general and special assessments for Common Expenses; (b) charges and fines imposed by the Association; (c) interest and late charges on any delinquent account; and (d) costs of collection, including reasonable attorneys’ fees, incurred by the Association in connection with the collection of a delinquent Owner’s account.

“Association” is defined in Section 13.1.

“Authorized Users” means the agents, servants, Tenants, family members, invitees, and licensees of an Owner who are accorded rights, directly or indirectly, by that Owner to use or access all or a portion of that Owner’s Unit and its appurtenant interest in the Common Elements.

“Board” means the board of directors of the Association, as described in Article 15 and in the Articles and the Bylaws.

“Books and Records of the Association” means the books and records that the Association is required to maintain pursuant to Section 495 of the CIC Act.

“Bylaws” means the bylaws of the Association as they may from time to time be amended.

“CIC Act” means the Washington Uniform Common Interest Ownership Act, Chapter 277, Laws of 2018, codified as chapter 64.90 RCW, as it may be from time to time amended.

“City” means the City of Orting, Washington.

“Common Elements” means (i) any real estate, other than a Unit, within the Community that is owned or leased by either (A) by the Association or, (B) in common by the Unit Owners, and (ii) any other interests in real estate for the benefit of any Unit Owners that are subject to this Declaration. The term includes the Limited Common Elements.

“Common Expenses” means expenditures made by or financial liabilities of the Association, including expenses related to the maintenance, repair and replacement of the Common Elements, allocations to reserves, and expenses related to any utility services provided by or billed through the Association to the Unit Owners. Some Common Expenses are allocated to the Units according to the Common Expense Liability of the Unit. Other Common Expenses are Specially Allocated Expenses.

“Common Expense Liability” means the liability for Common Expenses (other than Specially Allocated Expenses) allocated to each Unit, as described in Article 6. The Common Expense Liability may change if additional Units are added to the Community.

“Common Ownership Interest” means the undivided ownership interest in any Common Elements that are owned in common by the Unit Owners, allocated to each Unit, as described in Article 6. The Common Ownership Interest may change if additional Units are added to the Community.

“Community” or **“Property”** means the Units and Common Elements created by this Declaration and the Map, as they may be amended.

“Community-Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established by the Board pursuant to any Rules adopted by the Board, whichever is the higher standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Community change.

“Control Termination Date” means the date that is the earlier of (i) 60 days after Conveyance of 75% of the Units that may be created in the Community, including Units later created, to Owners other than Declarant, (ii) two years after the last Conveyance or transfer of record of a Unit except as security for a debt, (iii) two years after any Development Right to create Units was last exercised, or (iv) the date on which Declarant records a Record terminating all rights to appoint or remove any director or officer of the Association or any master association or to veto or approve a proposed action of any Board or Association.

“Conveyance” means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and, with respect to a Unit created from a leasehold estate, a transfer by lease or assignment thereof. Conveyance does not mean a transfer solely as security for a debt or other obligation.

“Dealer” means a person who, together with such persons’ affiliates, owns or has a right to acquire six or more units in the Community.

“Declarant” means SSHI LLC, a Delaware limited liability company (dba DR Horton) and its successors and assigns.

“Declaration” means this Declaration of Covenants, Conditions, Easements and Restrictions for Tahoma Valley Estates as it may from time to time be amended.

“Development Right” means any right or combination of rights reserved in this Declaration, or an amendment thereto, for the benefit of Declarant, or its successors or assigns to: (a) add real estate or improvements to the Community; (b) create Units, Common Elements or Limited Common Elements within any real estate initially included or subsequently added to the Community; (c) subdivide or combine Units or convert Units into Common Elements; (d) withdraw real estate from the Community; or (e) reallocate Limited Common Elements with respect to Units that have not been conveyed by Declarant.

“Electronic Transmission” or **“electronically transmitted”** means any electronic communication (a) not directly involving the physical transfer of a Record in a Tangible Medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a Tangible Medium by a sender and recipient.

“Eligible Mortgagee” means an **“eligible mortgagee”** as defined in the CIC Act.

“Entry Monuments” means any entry monuments, signs, landscaping, lighting and other improvements, including water and electricity, installed by Declarant or Association to mark an entry to the Community.

"Fannie Mae" means the Federal National Mortgage Association, a federally chartered corporation.

"Fence Requirements" shall mean the requirements for fences as provided herein, as well as any requirements included within the Rules adopted by the Board.

"Fire Lanes" means any areas within any public right-of-way, easement or on private property that is designated for the use, travel and parking of fire trucks and other firefighting or emergency equipment.

"Foreclosure" means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or a deed in lieu thereof.

"Freddie Mac" means the Federal Home Loan Mortgage Corporation, a federally chartered corporation.

"Governing Documents" means this Declaration, the Map, and the Articles, Bylaws, and Rules of the Association, as they may be amended from time to time.

"Home" means a single-family residence, and its associated improvements, located on and within a Unit.

"HUD" means the United States Department of Housing and Urban Development.

"Limited Common Element" means a portion of the Common Elements allocated in this Declaration, or by operation of law, for the exclusive use of one or more but fewer than all of the Units.

"Managing Agent" means the Person, if any, designated by the Board under Section 15.3.

"Map" or **"Plat"** means the plat for the Community recorded under Auditor's File Number _____. The Map includes any recorded amendments, corrections, and addenda thereto.

"Mortgage" means a recorded mortgage, deed of trust or real estate contract.

"Mortgagee" means any holder, insurer or guarantor of a Mortgage on a Unit.

"Notice and Opportunity to Be Heard" means the procedure described in Section 15.10.

"Orting Municipal Code" or **"OMC"** means the municipal code for the City of Orting, as it may be from time to time be amended.

"Owner" or **"Unit Owner"** means Declarant or other Person who owns a Unit, but does not include any Person who (i) has an interest in a Unit solely as security for an obligation, monetary or regulatory, (ii) is the beneficiary of rights under easements and/or covenants granted by an Owner, or (iii) is an Authorized User.

"Person" means a natural person, corporation, partnership, limited partnership, trust, governmental agency or other legal entity.

“Qualified Financial Institution” means a bank, savings association, or credit union whose deposits are insured by the federal government.

“RCW” means Revised Code of Washington.

“Record”, when used as a noun, means information inscribed on a Tangible Medium or contained in an Electronic Transmission.

“Rules” means the rules or regulations adopted by the Association, as they may be amended from time to time.

“Special Declarant Rights” means all rights identified in ARTICLE 12, together with any right or combination of rights reserved in this Declaration for the benefit of Declarant to: (a) complete improvements indicated on the Map, described in the Declaration or the public offering statements; (b) exercise any Development Rights; (c) maintain sales offices, management offices, signs advertising the Community and models; (d) use easements through the Common Elements for the purpose of making improvements within the Community; (e) make the Community subject to a master association; (f) merge or consolidate the Community with any other community of the same type; (g) appoint or remove any director or officer of the Association or any master association, or veto or approve a proposed action of any Board or Association; (h) control any construction, design review, or aesthetic standards committee or process; (i) attend meetings of the Units Owners and, except during an executive session, the Board; or (j) have access to the records of the Association to the same extent as a Unit Owner.

“Specially Allocated Expenses” means those Common Expenses described in Section 16.6 of this Declaration.

“Street” shall mean any public or private road, drive lane or driveway lane (if located in a public right of way or Common Elements), alley, or similar place or other thoroughfare either as shown on the Map or Plat of the Property, however designated, or as so used as a part of the Common Elements; but not any access-way designated on the Map or otherwise as a Limited Common Element for the private use between specific Owners.

“Street Landscaping” means the street trees, grass, landscaping and vegetation (as applicable) located within or along the streets in the Community.

“Street Lighting” means the lighting for streets within or adjacent to the Community.

“Structure” means any improvement on any Unit, including without limitation, any Home, building, garage, carport, porch, shed, greenhouse, deck, pool, pool cover, curbing, fence, wall, rockery, antenna, dish or other receiving device.

“Tangible Medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

“Tenant” means an occupant of Unit other than the Unit Owner, or its personal guests, family members, care givers or roommates. The term includes renters, lessees, tenants and subtenants.

“Tract” means any of Tracts A through D identified on the Map.

“Transition Date” means the date that is (i) 30 days after the Control Termination Date, or (ii) in the absence of a Special Declarant Right to appoint or remove directors and officers or veto or

approve Board or Association actions, 60 days after the Conveyance of 75% of the Units that may be created to Unit Owners other than a Declarant.

“**Transition Meeting**” means the Association meeting called after the Transition Date to elect a new Board pursuant to Section 415(4) of the CIC Act.

“**Unit**” means a physical portion of the Community designated for separate ownership, the boundaries of which are shown on the Map, as amended. Each lot shown on the Map, as such Map may be amended, is a Unit.

“**VA**” means the United States Veterans Administration.

“**Voting Interest**” means the proportionate number of votes in the Association allocated to each Unit, as described in Section 6.4. The Voting Interest may change if additional Units are added to the Community.

“**Yard**” means the outdoor area within the Unit and includes any fences installed by Declarant or an Owner therein.

Section 2.2 Statutory Definitions. Some of the terms defined above are also defined in the CIC Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the CIC Act. If there is any inconsistency or conflict, the definition in the CIC Act will prevail.

ARTICLE 3 NAME OF COMMUNITY

The name of the Community is Tahoma Valley Estates. The Community is a plat community, as that term is defined in the CIC Act.

ARTICLE 4 DESCRIPTION OF REAL ESTATE AND BUILDINGS

Section 4.1 Description of Real Estate. The real estate subject to this Declaration is described in Schedule A, as such Schedule may be amended consistent with this Declaration and the CIC Act.

ARTICLE 5 DESCRIPTION OF UNITS

Section 5.1 Number and Identification of Units. There are 32 Units in the Community. The location and configuration of each Unit are shown on the Map. Declarant has the right to create a total of 32 Units in the Community.

ARTICLE 6 ALLOCATED INTERESTS

Section 6.1 Allocated Interests.

6.1.1 This Declaration allocates certain interests in the Community to each Unit. Those interests are: a Common Ownership Interest, a Common Expense Liability and a Voting Interest. The formula used for allocating these interests are set forth in Section 6.2. The allocation of these interests to each Unit can only be changed as provided in this Declaration. The Allocated Interests and the title to a Unit may not be separated or separately conveyed, whether voluntarily or involuntarily, except in conformity with this Declaration. The Allocated Interests shall be deemed to be conveyed with the Unit to which they are allocated even though the description in the instrument of Conveyance may refer only to the title to the Unit.

6.1.2 Declarant shall have the right to recalculate the Allocated Interests and amend the Declaration and the Map if the Allocated Interests are incorrect for any reason, including changes in the data used to calculate the Allocated Interests, changes in Unit boundaries, the combination or subdivision of Units, or clerical errors in the Map or Declaration.

Section 6.2 Common Ownership Interest. The Common Ownership Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating the Common Ownership Interests is: equally among the Units.

Section 6.3 Common Expense Liability. The Common Expense Liability of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. Except for Specially Allocated Expenses, the Common Expenses are allocated to the Units according to the Common Expense Liability, the formula for which is: equally among the Units. Specially Allocated Expenses are allocated according to Section 16.6.

Section 6.4 Voting Interest. The Voting Interest of each Unit is equal to the fraction, the numerator of which is the Unit, and the denominator of which is the total number of Units in the Community. The formula for allocating votes to the Units is: equally among the Units.

ARTICLE 7 COMMON ELEMENTS

Section 7.1 Description. The Common Elements include, without limitation, the following portions of the Community, to the extent applicable: storm drainage and pond Tract A, private access/recreation Tract D, public roads, curbs, planter strips and streetlights, sidewalks, Street Landscaping, Entry Monuments, recreational facilities, tot lots, parks, or trails, if any, open spaces, mail kiosks, storm water detention or drainage facilities, and common utility systems. Declarant may add or subtract from the Common Elements during the Development Period by amendment to this Declaration. If the Common Elements shown on the Map are different from those described herein, the Common Elements described on such Map shall be deemed to be the Common Elements unless this Declaration has been amended or modified and states that such amendment or modification changes the Common Elements shown on the Map.

Section 7.2 Use of Common Elements. Except as otherwise stated in this Declaration, no Owner may alter any Common Element or construct or remove anything in or from any Common Element except with the prior written consent of the Board. The right to use the Common Elements, including the Limited Common Elements, shall be governed by the provisions of the CIC Act and the Governing Documents.

Section 7.3 Conveyance or Encumbrance of Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) by a Unit Owner of its interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred. The Association may not convey or subject to a security interest any portion of the Common Elements unless Owners of Units to which at least 80% of the Voting Interests in the Association are allocated, including 80% of the votes allocated to Units not owned by Declarant, agree to that action. All Owners of Units to which any Limited Common Element is allocated must, however, agree in order to convey that Limited Common Element or subject it to a security interest. Any agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications of an agreement, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which it will be void unless recorded before that date. The agreement and all ratifications of the agreement

must be recorded in every county in which a portion of the Community is located and will only be effective upon recordation.

ARTICLE 8 LIMITED COMMON ELEMENTS

Section 8.1 Description and Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements:

8.1.1 Private Access and Utility Tracts B and C. As provided and identified on the Plat, the following are Limited Common Elements: Tracts B and C are private access shared driveway and utility tracts benefitting Units 22, 25, 28 and 31 (referred to herein as “**LCE Private Access Areas**”). The respective benefited Owners shall have exclusive use of the LCE Private Access Areas as follows: Units 28 and 31 shall have access to Tract B, and Units 22 and 25 shall have access to Tract C, all subject to various easements for utility providers, the Association and municipal easements as provided herein and as provided on the Plat. The LCE Private Access Areas shall be used as shared driveways and for utilities by and for the respective benefited Owners and for certain public utilities and public utility easements as further described on the Plat. The maintenance, repair, improvements and replacement of the LCE Private Access Areas shall be the responsibility of the Association as provided in Section 9.14, exclusive of any public utilities contained within which shall be maintained by the applicable utility provider.

Section 8.2 Change in Status of Common Elements. Except for the Development Rights of Declarant, no Common Element may be reallocated as a Limited Common Element, and no Common Element or Limited Common Element may be incorporated into an existing Unit without the approval of Owners of Units holding 67% of the Voting Interest in the Association, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to the Declaration and the Map.

Section 8.3 Reallocation Between Units. An allocation of a Limited Common Element may not be altered without the consent of the Owners of the Units from which and to which the Limited Common Element is allocated. Except in regard to the Development Rights of Declarant, a Limited Common Element may be reallocated between Units only with the approval of the Board and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section 8.3 within 30 days, unless the reallocation does not comply with the CIC Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The amendment shall be recorded in the names of the parties and of the Community.

Section 8.4 Right to Use Limited Common Elements. Each Owner of a Unit to which a Limited Common Element is allocated shall have the exclusive right to use the Limited Common Element in common with the other Owners, if any, to which that Limited Common Element is allocated. The right to use the Limited Common Element extends to the Owner's Authorized Users, but is governed by the provisions of the CIC Act and the Governing Documents.

ARTICLE 9 EASEMENTS

Section 9.1 Unit Owners. Subject to the Governing Documents and to the Association's rights to regulate the use, maintenance, repair, replacement and modification of the Common Elements, and convey or encumber the Common Elements, each Unit Owner has (i) an easement in and through the Common Elements for access to its Units and (ii) a right to use the Common

Elements that are not Limited Common Elements for the purposes for which the Common Elements were intended. The foregoing easement shall terminate upon the termination of this Community pursuant to Article 25 of this Declaration.

Section 9.2 Driveway Maintenance Easements. Certain Units may have driveways that abut or are close to the boundary line of the adjacent Unit. Each Unit that has any portion of a driveway within one foot of the boundary line of an adjacent Unit has an easement over and across that portion of the adjacent Unit as necessary for the maintaining, repairing or replacing the driveway on the benefited Unit. The benefited Owner must repair any damage to the adjoining Unit and must restore the adjoining Unit to a condition similar to that immediately before use of the adjoining Unit.

Section 9.3 Easement for Encroachments. To the extent not provided by the definition of "Unit" in the Declaration and in the CIC Act, each Unit and all Common Elements have an easement over all adjoining Units and Common Elements for the purpose of accommodating any present or future encroachment overhang or intrusion of (i) eaves, bay windows, gutters, downspouts, utility meters, vents and other similar portions of the Owner's Home, or (ii) any encroachment caused by the construction, reconstruction or repair of the improvements, or the natural settlement, shifting, or movement of the improvements or land. Such easements shall exist so long as the encroachments exist or the Unit Owner has the right to cause them to be replaced, provided, however, no valid easement shall exist if the encroachment was caused willfully by the Owner. Such encroachments shall not be construed to affect the marketability of title to any Unit, nor shall they alter the rights and obligations of the Owners.

Section 9.4 Association Functions Easement. The Association has such easements throughout the Community as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

Section 9.5 Entry Monument Easement. To the extent located on any Unit or the Common Elements, the Association has an easement on, under, over and across such Unit or Common Element for the purpose of installing, modifying, maintaining, repairing and replacing, entry monuments or signs and associated landscaping and utilities, together with a non-exclusive right of ingress and egress thereto.

Section 9.6 Signage Easement. The Association has an easement on, under, over and across the exterior 10 feet parallel with and abutting all Streets in the Community, as provided in the Plat, in which to install and maintain street signs, directional signs, no parking signs, other types of signs and address columns or monuments.

Section 9.7 Easement for Entry by Security Patrol. If the Board contracts for security patrol service, said service, and its employees, shall have the right to enter onto any of the Units and the Common Element in order to carry out their duties under such security patrol agreement; provided, however, the patrol service can enter a Unit only if it is either (i) doing so with reasonable cause; or (ii) acting with the consent of the Owner or tenant of such Unit.

Section 9.8 Public Utility Easements. The Plat creates various easements within the Community for the installation, maintenance, repair and replacement of utilities. No structure, planting, or other material that may damage the utilities or interfere with the use of the easement may be placed within these easement areas. The Owners of the Units subject to utility easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system or other utilities located within such easement. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.9 Private Storm Drainage Easements. The Plat creates: (a) various private storm drainage easements and drainage tracts as part of the overall storm water drainage system in the Community over the exterior 10 feet of each Unit parallel with and adjoining the street frontage which shall be the responsibility of the Owners to maintain. No structure, planting, or other material that may damage the utilities or interfere with the use of the easements may be placed within these easement areas. The Owners of the Units subject to private storm drainage easements shall not use or alter their Units in any way that would interfere with the proper operation of the storm drainage system. Vegetation within the easements shall be routinely maintained and replaced as needed. The Association shall have an easement for the maintenance, repair and replacement of any portion of the private storm drainage system. The Association may adopt Rules regarding use of the portions of the Units subject to these easements.

Section 9.10 Private Fence, Retaining Wall and Rockery Easements. Declarant may construct certain rockeries, walls and fences between certain Units and Common Elements (referred to in this Section generically as "walls and/or fences"). The intention of Declarant is that each fence, when constructed, shall be located wholly within one Unit or another and not on the property line between Units or Common Elements. Due to obstructions or topography, however, a fence may not be wholly within a Unit or Common Element or immediately adjacent to the property line. Therefore, Declarant reserves an easement on each side of each boundary line, for the Association and each Unit Owner for the installation, maintenance, repair and replacement of walls and fences installed by Declarant for as long as the wall or fence exists. The owner of such a fence shall have the right to maintain, repair and replace any portion of such fence and shall have reasonable access over the adjoining Unit or Common Element for such purposes. The Owner of such a fence shall have reasonable access over the adjoining Unit or Common Element for the purposes of maintaining any fence or retaining wall located on or benefitting their Unit subject to the maintenance restriction contained in Section 11.1.1.16. Before performing any such maintenance, repair or improvements, the Owner shall give all other Owners of the adjacent Units reasonable advance notice (except in an emergency), and shall only enter the adjoining Unit or Units at reasonable times and shall promptly repair any damage caused thereby and restore the property to the condition it was in prior to the entry and shall otherwise indemnify the Association and Owner of the adjacent Unit from any damage caused by such entry. Neither the location of any fence or wall installed by Declarant, nor any conduct of the fence owner in maintaining the land between a neighboring fence (or wall) and the property line shall be construed as modifying the property line. The owner of a fence shall be responsible for keeping the fence in good condition and repair. The Owners whose Units have or are immediately adjacent to a retaining wall or rockery shall share equally in the cost of maintaining, replacing and improving such retaining wall or rockery such that it shall remain in good working order.

Section 9.11 Declarant. Declarant has an easement through the Common Elements as is reasonably necessary for the purpose of developing and discharging Declarant's obligations or exercising Special Declarant Rights, and as is necessary to conduct inspections and tests from time to time of all or any parts of the Units or Common Elements, and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall restore the affected portion of the property to substantially the condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom.

9.11.1 Declarant Easement Regarding Plat Bonds. The Association hereby acknowledges, and all Owners by their acceptance of a deed to any Unit acknowledge, that Declarant or its predecessor posted or will be required to post one or more maintenance or monitoring bonds with the City, County or other public governmental authority with jurisdiction over the Plat (collectively the "**Plat Bonds**") in connection with Declarant's build out and the maintenance or monitoring of certain Common Elements, improvements, landscaping, Street trees, storm water/drainage facilities, walls, and/or other items and shared facilities within and serving the Community (all such areas and items, collectively,

the “**Plat Improvements**”). Copies of the Plat Bonds are on file with the City. The Association and all Owners further acknowledge that they are or will be benefitted by use of the Plat Improvements installed under and covered by the Plat Bonds and that Declarant will remain obligated to complete certain maintenance, monitoring, and repair work under the Plat Bonds until the applicable jurisdiction releases the Plat Bonds back to Declarant. Declarant shall be responsible for initially installing and completing all Plat Improvements as required by the governmental authority. Thereafter, the Association shall keep and maintain, or ensure that any responsible Owners keep and maintain, all Plat Improvements in good condition and repair. Until such time that the City or other governmental authority releases the last of the Plat Bonds back to Declarant, Declarant hereby reserves for itself an easement over the Units, Common Elements and remainder of the Property for the purpose of accessing, inspecting, maintaining, monitoring, repairing and restoring any Plat Improvement covered by a Plat Bond to the extent required by the applicable jurisdiction holding the Plat Bond or as necessary to ensure that such Plat Bonds will be released back to Declarant. The foregoing easement is expressly intended to survive and to continue until all Plat Bonds are released in full. Declarant and its successors shall use commercially reasonable efforts to exercise the foregoing easement rights in a manner that minimizes interference with Owners and the Community, to the extent reasonably practicable. If the Association or any Owner causes or permits damage to an item installed under or covered by a Plat Bond or otherwise fails to maintain such an item when they had an obligation to maintain the same under this Declaration, the Plat or other binding instrument, and Declarant may exercise its easement rights in this paragraph to maintain, repair or replace any aspect of a Plat Improvement installed under or covered by a Plat Bond, then Declarant shall have the right to perform such maintenance, repair or replacement work and to thereafter seek reimbursement for all reasonable costs incurred from the Association or the responsible Owner. The responsible party shall reimburse Declarant for all such reasonable costs incurred within 30 days after demand, otherwise such costs shall bear interest at the statutory rate and Declarant shall have the right pursue collection of such amounts through any legal means available at law or in equity. For so long as any Plat Bonds remain in place, this paragraph may not be amended without the written consent of Declarant. The Association (or any designated Manager), the ACC and Declarant shall have a limited right of entry in and upon the exterior of all improvements located on any Unit for inspection purposes, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the ACC, or Declarant to maintain or repair any portion of any Unit or any improvement thereon which is the obligation of the Owner to maintain as provided herein. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the improvements located upon their Unit, provided each Owner shall permit access to such Owner’s Unit and improvements by any Person authorized by the Association, the ACC, or Declarant (including any designated Manager) as is reasonably necessary, in case of any emergency originating on or threatening such Unit or improvements, whether or not such Owner is present.

Section 9.12 Utility and Municipal Easements Granted by Declarant. Declarant reserves the right to grant and record easements to any utility provider or municipality (i) for the installation, construction, maintenance, repair and reconstruction of all utilities serving any portion of the Community, including, without limitation, such utility services as water, sanitary sewer, storm sewer, electricity, cable television, internet access and telecommunications; (ii) for access through the Common Elements to the utility installations; and (iii) for rights of way, slopes, cuts, fills, environmentally critical areas, native growth protection areas, public facilities or any other purpose or improvement as may be required for the development, construction or sale of the Community, (iv) the 10-foot wide general public utility easement granted by all Owners of each Unit as shown on the

Plat and (v) the 6-foot wide private storm drainage easement over and across Units 15, 16, and 17 for the benefit of Unit 15.

Section 9.13 Easement for Maintenance. Each Owner shall have a right to enter upon the Common Elements and the Yard of an adjacent Unit, as necessary to perform maintenance, repair or replacement of the Owner's Unit and improvements and, if reasonably necessary, to read utility meters. The Owner shall give the Owner of an adjacent Unit reasonable advance notice (except in an emergency), shall only enter the adjoining Unit at reasonable times, and shall promptly repair any damage caused thereby and restore the property to the condition it was in prior to the entry and shall otherwise indemnify the Association and Owner of the adjacent Unit from any damage caused by such entry. This includes the LCE Private Access Areas.

Section 9.14 LCE Private Access Areas for Units 22, 25, 28, and 31. Declarant has constructed LCE Private Access Areas which shall be used for access, ingress and egress as shared driveways and for utilities serving the Units benefitted by such LCE Private Access Areas which includes Units 22 and 25 as to Tract C and Units 28 and 31 as to Tract B. The Association shall be responsible for the maintenance, repair, replacement and reconstruction of the LCE Private Access Areas.

Section 9.15 City Easements and Right of Enforcement. The Map creates the following easements granted to the City, but expressly not for any public right of access; (i) the right to enter Tracts A-D for emergency purposes and inspections of any stormwater facilities; and (ii) a drainage easement over Tract A for stormwater and surface water management as shown on the Map. Further, in the event the Association, in the judgment of the City, fails to maintain Tract A and any drainage facilities and installations thereon for which it is responsible, exclusive of the stormwater and surface water management facilities, including vaults, pipes, and upstream catchbasins for which the City is responsible, or if the Association or any Owner willfully or accidentally damages, or reduces the capacity of any drainage facilities or renders any part thereof unusable, the Association agrees to correct and/or repair the damage at the Association's expense. If the Association fails to take the necessary action, following not less than 30 days' notice sent by registered mail to the Association, the City may initiate enforcement proceedings against the Association. In the event the City determines that the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City may correct the damage and/or complete the repair as necessary to restore the capacity of the drainage facilities and shall charge the Association for all costs associated with such work including engineering, administration, reasonable legal fees, construction, equipment and personnel. Costs or fees incurred by the City, including reasonable legal fees and expert fees should legal action be required to collect such costs and fees, shall be borne by the Association.

ARTICLE 10 USE RESTRICTIONS AND CONDUCT RESTRICTIONS

Section 10.1 Use Restrictions. The following use restrictions shall apply to all Units.

10.1.1 Allowed Use. Except as otherwise expressly set forth herein, no Unit shall be used except for residential purposes (and for social, recreational, or other reasonable activities normally incidental to such use); provided, however, upon the written request by an Owner, the Board may allow an Owner to conduct an "in-home business", provided all business activities are carried on within the Home and that there are not an unreasonable number of employees, clients, customers, tradesmen, student, suppliers, or others that come to the Home in connection with such business, but in no event in any number that would unduly burden the Community, its parking or create a material amount of additional traffic through the Community, as such standards are determined by the Board in its sole and absolute discretion. The determination of whether or not a use is incidental to

residential uses shall be made by the Board and shall be binding on all Owners. The Units may also be used for the purpose of operating and managing the Community. The Board may, by Rule, specify the limits of residential use in general and also in particular cases. Notwithstanding the foregoing, Declarant may use any of the Units owned by Declarant as allowed by the CIC Act or this Declaration. Notwithstanding the foregoing, to the extent required under the CIC Act, operation of an "adult family home" on a Unit shall not be prohibited.

10.1.2 Prohibited Uses. The Property is being developed as a residential development. The Units may not be used for Timesharing, as defined in chapter 64.36 RCW. The Units may not be used for hotel or transient purposes, which shall be defined as: (i) rental for a period of less than one year, (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) the overnight accommodation of business invitees on a temporary or transient basis (such as a hotel, motel or corporate suites operation). All leases, rental and other occupancy agreements for Units shall expressly provide that they are subject in all respects to the Governing Documents and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and all tenants shall be deemed bound by the restrictions stated herein. All leases shall be in writing. The Association may request the names and contact information for all tenants including family members who will occupy a Unit. If any lessee or occupant of a Home violates or permits the violation by his/her guests and invitees of any provisions of the Governing Documents, the Board may give notice to the lessee or occupant of the Home and the Owner thereof to cease such violations. If the violation is thereafter repeated, the Board shall have the authority, following Notice and Opportunity to be Heard, to impose a fine upon the Unit Owner in accordance with a schedule adopted by the Board and each day that a violation persists thereafter shall be deemed a separate violation for which the fine may be separately assessed. The Association shall have a lien against the Owner's Unit for any fines not timely paid and any costs incurred by it in connection with such violation, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments as provided herein.

The Board shall have the authority to enact Rules permitting rentals, including but not limited to Airbnb, vrbo.com or other vacation rental websites, in a manner that will not violate the requirements of Fannie Mae, Freddie Mac, FHA or VA and to prohibit such use if advisable to obtain project approval from such agencies.

10.1.3 Single-Family Residence. Only one (1) single-family residential Home may be permitted to remain on a Unit; provided that Unit 17, but only Unit 17, shall also include a barn.

10.1.4 Structures and Vehicles. Except as expressly provided herein, no structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, panel truck, bus, camper or camping trailer, tent, shed, shack, basement of any incomplete building, barn or other outbuilding shall be either used or located on any Unit, or on any Street, at any time or used as a Home either temporarily or permanently, unless permitted for temporary use during construction/reconstruction of a Home on a Unit and such temporary structure and use are permitted in advance by the ACC. No prefabricated buildings or structures of any nature, specifically including mobile homes, shall be moved, placed, constructed or otherwise located on any Unit for any period of time unless approved by the ACC in advance. Temporary buildings or structures allowed during construction shall be removed immediately

after construction or upon request of the ACC, whichever occurs first. Notwithstanding the foregoing, Declarant may place construction and sales trailers on any Unit which Declarant owns or on Common Elements. Notwithstanding the foregoing, a trailer, boat, RV, camper, shed, recreational vehicle or other outbuilding may be located on a Unit if such item is screened or located such that it is not visible from the Street and such item, structure, screening and location are approved in advance by the ACC, which approval shall be in the sole discretion of the ACC. No prior approval by the ACC shall be required if any such trailer, boat, or recreational vehicle is located or parked entirely within the garage of the Home or within any other structure constructed previously with the approval of the ACC.

Section 10.2 Conduct Restrictions. The following conduct restrictions shall apply to all Owners and Authorized Users, except that they shall not apply to, or prohibit any conduct of, Declarant as authorized by the CIC Act or the Governing Documents.

10.2.1 Roads, Sidewalks, Walkways, Etc. The Streets, sidewalks and walkways used for access shall be used exclusively for normal ingress and egress. No obstructions shall be placed therein unless permitted by the Board or the Rules.

10.2.2 Parking. Parking is not allowed on any portion of the sidewalks, planter strips or any other portion of the Common Elements, except in designated parking spaces. No vehicle may be parked on any Unit, except in garages and on designated and approved driveways or parking areas, which areas shall be hard-surfaced, unless otherwise permitted by the ACC. Any additional parking added to a Unit after the initial landscaping shall be hard surfaces (unless otherwise approved by the ACC in advance) and constructed only in accordance with a site plan approved by the ACC. Unless otherwise expressly permitted herein, only the cars of guests and visitors may be parked on the Streets (it being the intention to keep Street parking available as much as possible for guests and visitors). All vehicles of Owners and Occupants shall be parked in garages or on driveways or other approved parking areas located entirely within their Unit, as set forth herein. Owners and Occupants shall, to the extent reasonably practicable, first park their vehicles within available garage spaces within their Unit and then on any available driveway or other approved external parking areas within their Unit, and then on any Street. Notwithstanding the foregoing, if any personal or work-related vehicle of an Owner or Occupant is oversized in nature and does not fit within the garage or on the driveway or other parking surface upon their Unit, then the ACC may permit the parking of such over-sized vehicle on the Streets in its reasonable discretion; provided, however, that the Owner or Occupant must park such vehicle on a Street adjacent or as near as possible to their Unit and in no event shall any inoperative vehicle of an Owner or Occupant be allowed to remain on the Street for more than 48 hours (excluding weekends and holidays). No vehicle may be parked on a Street if it interferes with or impedes the flow of traffic and use of the Street by others or if it interferes with a Unit Owner's ability to pull out of or into their approved driveways or parking areas. No parking shall be allowed on any area or Street where the Plat expressly restricts such parking or where "No Parking," "Emergency Vehicle Access," "Fire Access" or similar signs or markings are otherwise expressly posted in the Community. No commercial vehicles, motor homes, trailers, campers, boats and other recreational vehicles may be parked on any Common Element except on a temporary basis for loading or unloading. The Association may direct that any vehicle or other thing improperly parked or kept on any portion of the Common Elements be removed at the risk and cost of the Owner thereof. No parking is allowed on the Limited Common Element Private Access Areas or anywhere along or upon Tract D.

10.2.3 Parking in Unit/Garage Use Restrictions. No vehicle may be parked in any Unit except in driveways and garages. No vehicle parked in any driveway may extend into the streets or sidewalks of the Community or otherwise impede vehicular or pedestrian

traffic or access to any Unit. Owners should use their garages as the primary vehicle storage and parking use, if available.

10.2.4 Regulated Vehicles. No Owner may store any trailers, boats, motor homes, recreational vehicles, or trucks over two tons or any disabled or inoperable motor vehicle on its Unit unless any such vehicle is completely enclosed and hidden from view within a garage or within such other enclosure as may be allowed by the Board or the Rules. Motor homes, trailers, campers, boats and other recreational vehicles may not be kept in driveways or parking spaces except on a temporary basis for loading or unloading, subject to such rules and regulations concerning parking as may be adopted by the Board. No inoperative vehicle of any type may remain in any driveway or public road for more than 48 hours (excluding weekends and holidays). Violations of this Section 10.2.5 shall subject such vehicles to impound, at the expense and risk of the owner thereof. The Association may adopt rules and regulations to implement these restrictions and provide guidance to Owners.

10.2.5 Further Regulation. The Board may adopt Rules further regulating conduct on Streets, sidewalks, driveways, parking spaces and other Common Elements, including the parking and storage of recreational vehicles, campers, boats and the like, and safe operation of vehicles. The Board may direct that any inoperative vehicle or anything improperly parked or kept in a parking space, or elsewhere in the Community be removed, and if it is not removed the Board may cause it to be removed at the risk and cost of the Owner thereof.

10.2.6 Trash and Garbage. Each Owner must store trash and garbage inside the garage of the Home or on the side of the Home if concealed from street view by an approved fence, and set it out for collection in such locations and receptacles as are authorized by the Board only on designated trash collection days, or as otherwise allowed by the Rules. Each Owner is responsible for removing from the Community all trash and garbage generated by that Owner that is not required to be picked up by a service. The Board may adopt such Rules pertaining to such matters as in the judgment of the Board are necessary for the safe, sanitary and efficient operation of the Community.

10.2.7 Signs. No sign of any kind may be displayed to the public view on or from any Unit or Common Elements without the prior consent of the Board or pursuant to the Rules; provided that certain political signs and the like are permitted as provided in the CIC Act subject to Rules of the Board. The Board may erect on the Common Elements a master directory of Units including Units that are for sale or lease, and may regulate the size, appearance and location of signs advertising Units for sale or lease.

10.2.8 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit except dogs, cats, birds, fish or other typical household pets; provided they are not kept, bred or maintained for commercial purposes; provided further that no more than two (2) dogs or two (2) cats shall be allowed per Unit, excluding fish, birds and other pets that remain caged or housed exclusively indoors; and provided further that the Board may permit in their sole discretion a third or fourth dog/cat (for a total of 4 such household pets) if the additional dog(s)/cat(s) are small in size and the Board determines that such additional pet(s) will not adversely impact or be a nuisance within the Community. Dogs shall be restrained to the Owner's Unit and Yard and shall not be allowed to run at large. All animals must be kept as domestic indoor pets. Leashed animals are permitted within rights-of-way and authorized Common Elements when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner's Unit. If an Owner fails to clean up their animals'

waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance as determined by the Board, at its sole discretion. Notwithstanding anything above, no animal that is considered dangerous, threatening or otherwise harmful to others or that displays any such qualities after being within the Community shall be permitted or allowed to remain within the Community after Notice and Opportunity to Be Heard, after which the Board shall have the right to require removal of any animal from the Unit which it finds in its sole discretion to violate this subsection.

10.2.9 Nuisances and Intrusive Activity. No noxious or offensive activity shall be permitted in or upon any Unit or Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community. No Owner may conduct, permit or allow any activity or the keeping of anything in the Community that may unreasonably interfere with the other residents' use or enjoyment of their Units or the Common Elements; threaten the comfort, safety or security of any Owner; or be or become a nuisance to other Owners. No use or activity that generates noise, vibration, odors or traffic that would generally be considered unacceptable to households in a single-family neighborhood is allowed. The Board may adopt such Rules pertaining to such matters as in the judgment of the Board are necessary.

10.2.10 Hazardous Substances. No Owner may permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in, or through the Owner's Unit or any portion of the Common Elements. Each Owner must indemnify, defend, and hold harmless the other Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit or the property by the Owner, Tenants, or invitees of the Unit. "**Hazardous Substance**" means any hazardous, toxic, or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, *et seq.*); or under any local or state rule or regulation.

10.2.11 Conveyance by Owners; Notice Required. The right of an Owner to transfer the Unit is not subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit must, however, deliver a written notice to the Board at least two weeks before closing specifying (a) the Unit being sold; (b) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board has the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. Promptly upon the Conveyance of a Unit, the new Unit Owner must notify the Association of (i) the date of the Conveyance; (ii) the Unit Owner's name and address; and (iii) the name and notice address of every first Mortgagee of the Unit. The Association must notify each insurance company that has issued an insurance policy under Article 20 of the name and address of the new Owner and request that the new Owner be made an additional insured under such policy, unless the insurance policy under Article 20 is written in a manner that

would automatically provide coverage to all Unit Owners by virtue of their ownership of a Unit.

10.2.12 Construction. No dirt, debris, or other materials shall be allowed to come off of any Units onto any Streets, Common Elements, other Units, or other parts of the Property as a result of any construction or other activities. All Buildings shall be of new construction (unless the ACC approves of recycled or “décor” vintage construction materials in advance). No previously used houses or other buildings shall be moved onto a Unit. The Unit shall be kept clean and clear of debris during construction. No Home may be constructed on any Unit by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the ACC.

10.2.13 Fences. Fences must comply with all applicable laws and regulations and the Plat, and specifically any fence located within an easement must comply with and is subject to the approval of the City and the utility purveyor as provided in the Plat. Fences may be erected on property lines, except that no fence shall be erected between the front of the house and the Street. Nothing herein shall prevent the erection or maintenance of a necessary or appropriate retaining wall and safety fencing on top of said wall installed by Declarant or otherwise later approved in advance by the ACC. No fence, wall, hedge or mass planting shall at any time extend higher than six feet (6') above the ground, except for necessary and appropriate retaining walls or rockeries (and associated safety fencing on top of the same) which conform to the City codes and are installed by Declarant or otherwise later approved by the ACC in advance. With the exception of necessary or appropriate safety fencing on top of walls, fences shall conform to any applicable Rules concerning fencing, unless otherwise approved by the ACC. No wire fences (other than safety fencing describe above) shall be used unless approved by the ACC. If the Plat or particular easement does not expressly restrict such fencing, rear and side yard fences are permitted to be located within easements created or dedicated on the face of the Plat with the prior written approval of the ACC, provided that such fencing must not interfere with or obstruct the purpose of the easement or any facilities therein. If such a fence or portion of a fence is ever placed within any easements in accordance with the foregoing sentence, the Owner of said fence shall be required to temporarily remove the same at its cost if the party benefitted by such easement requires removal to carry out activities permitted by the easement (e.g., maintenance of utilities) or required to permanently remove the fence at its cost if such benefitted party determines the fence unreasonably interferes with or obstructs its easement rights.

10.2.14 Lighting. All area lighting shall be designed and positioned to ensure that the light source is not visible from any other Homes or, if visible, is angled downward so as to adequately mitigate the effect of any light spill over onto adjacent Units (whether or not any visible light is adequately mitigated shall be determined by the ACC in its sole discretion for the protection of the Owners within and for the overall harmony of the ACC). Decorative holiday lighting may be installed no more than thirty (30) days before and shall be removed no later than thirty (30) days after the date of the holiday.

10.2.15 Yard Art. No yard pieces or yard art (including but not limited to sculptures, statues, and other freestanding or attached works, whether for decoration or otherwise) that are more than twelve inches (12") tall or twelve inches (12") wide shall be permitted outside of the Home and within view from the Street without prior written approval of the ACC. Flags of the United States or the State of Washington are not considered yard art hereunder and are permitted, provided, however, the Association may place reasonable restrictions on the time, place and manner of display as permitted by federal and state law.

ARTICLE 11 MAINTENANCE, CONSTRUCTION AND ALTERATIONS

Section 11.1 Owner's Maintenance and Repair Responsibilities. Except for maintenance and repairs to be performed by the Association under this Article 11, each Owner must, at the Owner's sole expense, maintain, repair and replace (i) its Home and Yard, (ii) all Structures, other improvements and landscaping on its Unit, (iii) to the extent not included in the foregoing, any driveways, fences or walls on its Unit, (iv) that portion of the utility installations (including without limitation power, water, gas, telephone and data lines, sanitary sewers, and storm drainage installations that are located over the exterior 10 feet of street frontage of their Unit or outside of the Unit but that serve only that Unit), and (v) maintaining any street trees located upon their respective Unit, including routine watering to establish any new plantings in accordance with the approved landscape plan for the Community.. Each Owner must keep all such items in good repair and in neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-Wide Standard.

11.1.1 Grounds; Maintenance of Grounds. The entire front landscaping for each Unit with a Home thereon shall be installed prior to occupancy in accordance with the plan submitted to the ACC. The entire landscaping, including the remaining portions of the side and rear yard, shall be installed within six (6) months. To the extent applicable each Owner shall be responsible for removing the PVC pipe containing the cable connection wires located on their Unit and either burying the cable wires or installing a landscape box and landscaping to screen the cable connection wires and box. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his/her Unit. Nothing contained herein shall preclude an Owner from recovering (from any person liable therefor) damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on Owner's Unit. Such maintenance and repair of the Owner's Unit shall include, without limitation:

11.1.1.1 Parking and Other Areas. Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing such areas when necessary with the type of material originally installed thereon or a substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required.

11.1.1.2 Lighting. Cleaning, maintaining and re-lamping of any external lighting fixtures, except those as may be the property of any public utility or government body.

11.1.1.3 Landscaping. Landscaping shall emphasize plantings and other features which complement and enhance the existing character of the Community. Maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and replacement of any dead or diseased grass, ground cover, shrubs or trees.

11.1.1.4 Drainage. Maintenance of all storm water drainage systems, yard drains, and catch basins in their originally designed condition, and per any governmental requirements and any conditions as provided here or on the Plat. Further, no Owner shall take any action that would interfere with surface water drainage across his/her Unit either through natural drainage or by drainage easements. The topographic conditions of any Unit shall not be altered in any way that would adversely affect or obstruct the

approved and constructed storm drain system and surface flows without the written consent of the ACC.

11.1.1.5 Hillsides and Other. Maintenance of all hillsides, slopes and swales in their as designed and completed condition, and which shall not be changed or interfered with without the prior written consent of the Board.

11.1.2 Remedies for Failure to Perform Owner Maintenance Obligations. If any Owner fails to perform the maintenance and repair obligations required herein, then the Board after fifteen (15) days' prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent Owner and his/her Unit for the cost of such work together with interest thereon from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the Association lien in accordance with the provisions of this Declaration. The Association lien and the rights to foreclose thereunder shall be in addition to all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid Assessments.

Section 11.2 Association's Maintenance and Repair Responsibilities. The Association is responsible for the maintenance, repair, and replacement of the Common Elements, including, without limitation: (i) the Street Landscaping, including any landscaped areas in the public right-of-way, (ii) the Street Lighting, (iii) all Limited Common Element Private Access Areas as provided in Section 8.1.1, (iv) all Structures, Entry Monuments, mail kiosks and other improvements and landscaping on the Common Elements, including fencing around Tract A, if not maintained by the City, but not fencing located between Tract A and Units 31 and 32 which shall be the responsibility of the Owners of Units 31 and 32; provided, however, maintenance and repair of any fencing, or portion thereof, bordering a Common Element and a particular Unit shall be the responsibility of such Unit Owner in accordance with Section 11.1 above, (v) all utility installations and storm water facilities serving the Community and not the responsibility of an Owner or a governmental entity, and (vi) Tract D. The Association must keep such items in good repair and in a neat, clean and sanitary condition, in compliance with applicable Laws, the Governing Documents and the Community-wide Standard.

Section 11.3 Summary of Maintenance Responsibilities. The maintenance responsibilities of the Owners and Association are summarized in Schedule B attached hereto. In the event of any conflict between the text of this Article 11 and the schedule, this Article shall control.

Section 11.4 Transfer of Responsibility. The Board may adopt Rules transferring responsibility to maintain certain Limited Common Elements to the Owners if it determines that the Owners will regularly, properly and consistently maintain the Limited Common Elements, and that there is little risk of damage to the Community or cost to the Association from such transfer of maintenance responsibility. The Association may modify or revoke any such Rules if it determines that modification or revocation is in the best interest of the Community.

Section 11.5 Construction and Alterations; Architectural Control. Although the Owners have the responsibility for maintenance, repair and replacement of their Units, Homes and Yards as set forth in this Article 11, the Board shall have the right to regulate any new Structures and any alterations to existing Structures to ensure that they (i) comply with the Governing Documents and (ii) are harmonious with the other Homes and improvements in the Community. Accordingly, except

as set forth in Governing Documents, no Owner may construct or install a new Structure or alter any portion of an existing Structure, without the prior written approval of the Board.

11.5.1 Scope of Regulation and Authority. For the avoidance of doubt, the authority of the Board under this Section 11.5 includes regulation of: (i) the location, size, design and appearance of Structures, (ii) the materials and colors of exterior features and surfaces of Structures, including but not limited to siding, roofing, windows and doors, (iii) the placement and appearance of ancillary items such as antennae, security devices, and hardscaping, and (iv) other factors relating to compliance with the Governing Documents or harmony with the other Homes and improvements in the Community. The Board shall not have authority to (i) regulate the maintenance, repair or reconstruction of a Structure that does not change its location, size or appearance, or (ii) regulate any landscaping (other than hardscaping) on a Unit unless it alters/interferes with the plan requirements of the Community. The Board shall have the authority to adopt Rules to implement and clarify the scope, standards and processes under this Section 11.5 and to appoint, pursuant to the Bylaws, an architectural control committee to exercise some or all of its authority hereunder or to advise it as to matters hereunder.

11.5.2 Particular Standards. The following standards shall apply to all Structures and alterations of Structures in the Community.

11.5.2.1 The maximum height of any Home shall be per OMC.

11.5.2.2 The maximum height of any fence shall be six (6) feet.

11.5.2.3 No radio, television or satellite antenna, dish or receiving device other than a "protected antenna" (as defined in 47 C.F.R. §1.4000, as it may be amended) may be installed on the front of a Unit. Any receiving device shall not be larger than 24 inches in diameter.

11.5.3 Approval Process. Subject to any Rules adopted by the Board, an Owner desiring to construct or install any new Structures or alter any existing Structures on its Unit must apply to the Board for approval. The Board may require the submission of plans and specifications and other data relating to the proposal. The Board may require that plans and specifications be prepared by a competent professional and may establish requirements for the format and content of materials submitted to it. The Board may require evidence that the Owner has obtained all permits necessary for the proposed work. Construction, alteration or repair shall not be started until written approval thereof is given by the Board. The Board shall act promptly to process applications and render a decision. The failure of the Board to approve a proposal within 60 days after receiving a complete application, shall be deemed to constitute the Board's approval of the proposal.

11.5.4 Declarant Exempt. Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 11.5. Declarant reserves the right to exempt any Dealer to whom Declarant conveys Units from the restrictions of this Section 11.5.

Section 11.6 Construction Work – Common Elements. Except as otherwise allowed by the Governing Documents, or the Board, no owner may alter any portion of the Common Elements.

Section 11.7 Landscaping. The Board may require, at the Owner's expense, the trimming, topping or, removal of any tree, hedge or shrub on an Owner's Unit that it determines is

interfering with travel on Streets, sidewalks or trails in the Community, or presents a safety hazard related to the Common Elements.

Section 11.8 Declarant Inspections. Until the expiration of all warranties given by Declarant and the time period for filing any claims against Declarant, Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Common Elements, including the Limited Common Elements, in order to ascertain the physical condition of the improvements in the Community and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Declarant shall pay all costs of such inspections and tests and restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the property as may be reasonably necessary to exercise the rights described in this Section 11.7.

ARTICLE 12 SPECIAL DECLARANT RIGHTS

Section 12.1 Declarant's Right to Complete Improvements. Declarant and its agents, employees and contractors have the right to complete any improvements and otherwise perform work that is authorized by the Declaration, indicated on the Map, authorized by building permits, provided for under any purchase and sale agreement, necessary to satisfy any express or implied warranty, or otherwise authorized or required by law. Declarant also has the right to make any modifications, improvements or changes to the Common Elements as Declarant determines are appropriate to increase the appeal of the Community to potential buyers, to correct problems in the design or construction of the Community, or for the benefit of one or more Units. In conjunction with the foregoing rights, until construction of the Community is completed, Declarant shall have the right to use any unassigned parking spaces and any portion of any garage or parking lot for staging, storage, parking and other construction-related purposes. The foregoing rights shall terminate 7 years from the date this Declaration is recorded.

Section 12.2 Declarant's Right to Maintain Sales Facilities. Declarant, its agents and its employees have the right to install and maintain in any Units owned by Declarant and in any of the Common Elements any facilities that Declarant deems necessary or convenient to the construction, marketing, sale or rental of Units. These facilities may include but are not limited to business offices, management offices, sales offices, construction offices, storage areas, signs, model units and parking areas for Declarant and its employees, agents and contractors, and prospective Tenants or purchasers and their agents. Declarant may install and maintain as many of such facilities as it deems necessary or convenient in such locations as it deems necessary or convenient. Declarant may relocate such facilities as it determines is appropriate in its sole discretion. The right to install and maintain such facilities will expire when Declarant ceases to be a Unit Owner and has no further Development Rights in the Community (including no more right to add property to, or create additional Units in, the Community). Declarant will have a reasonable time, but in no event less than 60 days after such expiration, to remove any such facilities from the Community.

Section 12.3 Declarant's Right to Use Easements. Declarant and its agents, employees and contractors have an easement over, across, under and through the Common Elements of the Community as reasonably necessary for the purpose of completing construction, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, discharging Declarant's obligations, or exercising Special Declarant Rights within the Community or within any real estate that may be added to the Community. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.4 [Intentionally Omitted]

Section 12.5 [Intentionally Omitted]

Section 12.6 Declarant's Right to Appoint, Remove and Veto. Until the Control Termination Date, Declarant shall have the right to appoint and remove all officers and members of the Board. Notwithstanding the foregoing, not later than 60 days after Conveyance of 25% of the Units that may be created to Owners other than Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than Declarant; and not later than 60 days after Conveyance of 50% of the Units that may be created to Owners other than Declarant, not less than one-third of the members of the Board must be elected by Owners other than Declarant. Declarant may at any time voluntarily terminate its right to appoint and remove officers and members of the Board by recording an amendment to the Declaration surrendering such right. If Declarant does so, it may, for the duration of the period ending on the Control Termination Date, retain the right to veto or approve proposed actions of the Association or Board before they become effective. To exercise this right, Declarant must execute and record an instrument that specifies the proposed actions that may be vetoed or approved by Declarant. The foregoing rights shall terminate on the Control Termination Date.

Section 12.7 Declarant's Right to Control Architectural Committees. Until Declarant no longer owns any Unit in the Community and no longer has a Development Right to create any Units in the Community or real estate added to the Community, Declarant has the right to appoint and remove all officers and members of any construction, design review or aesthetic standards committee of the Association. In addition, during the period set forth in this Section 12.7, Declarant shall have the right to control any construction, design review or aesthetic standards review or approval process. Declarant may voluntarily terminate its right to appoint and remove officers and members of any such committee or control any process by recording an amendment to the Declaration surrendering the right to appoint and remove officers and members of such committee. If Declarant does so, it may, for the duration of the period set forth in this Section 12.7, exercise the right to approve certain actions of any such committee before they become effective. The foregoing rights will terminate on the later of the date Declarant no longer owns any Unit in the Community, or the date Declarant no longer has a Development Right to create any Units in the Community or in real estate added to the Community.

Section 12.8 Declarant's Right to Attend Association Meetings. Declarant has the right, whether or not it owns any Units in the Community, to attend all meetings of the Association, except during any executive session when Owners are excluded. The Association shall send Declarant notices of all meetings and copies of all minutes of all meetings at the same time that such items are sent to Unit Owners. Notices and minutes shall be delivered to Declarant in a Tangible Medium at the address specified in Section 26.1 or in such other manner as Declarant shall specify in a Record from time to time. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.9 Declarant's Right to Association Records. Declarant has the right, whether or not it owns any Units in the Community, to have access to the Books and Records of the Association to the same extent as a Unit Owner, including, without limitation, pursuant to Section 13.7 and Section 13.8 of this Declaration. The foregoing rights shall terminate seven years from the date this Declaration is recorded.

Section 12.10 [Intentionally Omitted]

Section 12.11 [Intentionally Omitted]

Section 12.12 Exercise of Development Rights.

12.12.1 General. To exercise any Development Right reserved under this Article 12, Declarant shall prepare, execute and record an amendment to the Declaration. In conjunction therewith, Declarant shall record an amendment or supplement to the Map if the previous Map lacks the required detail, certification or other matters required under the CIC Act.

12.12.2 Creation of Limited Common Elements. An amendment creating Units will (i) describe any Limited Common Elements thereby created and designate the Units to which they are allocated (to the extent required by RCW 64.90.240), and (ii) reallocate the Allocated Interests of all Units in the Community using the formulae set forth in Article 6 of the Declaration.

12.12.3 Subdivision of Units or Conversion of Common Elements. Whenever Declarant exercises the Development Right to subdivide or convert a Unit into additional Units, Common Elements, or both, if Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Section 22. If Declarant subdivides the Unit into two or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by Declarant.

Section 12.13 Use of Property Subject to Development Rights. The Owners shall have the right to use the driveways, sidewalks, garage, parking spaces, and open spaces of the Community, subject to Declarant's Special Declarant Rights.

Section 12.14 Responsibility for Expenses. Declarant shall be responsible for all expenses incurred in connection with real estate subject to Development Rights. Notwithstanding the foregoing, all expenses associated with the operation, maintenance, repair and replacement of any Common Element that the Owners have a right to use (including, without limitation, by way of example, amenities, parking spaces, drives, roads, sidewalks, trails and open spaces) must be paid by the Association as a Common Expense. Declarant's responsibility shall cease upon the exercise or expiration of such Development Rights, whichever is earlier. Declarant may pay such costs directly or through the Association. Declarant is also entitled to all income from such portions of the property and any improvements thereon until the exercise or expiration of such Development Rights.

Section 12.15 Different Parcels; Different Times. Any Development Right may be exercised with respect to different parcels of real estate at different times. No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subject to the exercise of each Development Right. Even though a Development Right is exercised in any portion of the real estate subject to that right, that right need not be exercised in all or in any other portion of the remainder of that real estate.

Section 12.16 Liens. Any liens that arise in connection with Declarant's ownership of or construction of additional improvements shall attach only to Declarant's interest in any improvements owned by Declarant or against Declarant's Special Declarant Rights and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements before the Units therein have been created shall be paid by or allocated to Declarant.

Section 12.17 Transfer of Special Declarant Rights. The rights described in this Article 12 shall not be transferred except by instrument evidencing the transfer executed by Declarant or Declarant's successor and the transferee and recorded in the county in which the Community is

located. The rights and liabilities of the parties involved in such a transfer and of all Persons who succeed to any Special Declarant Right are set out in the CIC Act.

Section 12.18 Termination of Special Declarant and Development Rights. Each Special Declarant Right and Development Right shall terminate as set forth above. Declarant may, however, voluntarily terminate any or all aspects of its Special Declarant Rights or Development Rights at any time by recording an amendment to the Declaration specifying which rights are thereby terminated.

Section 12.19 Liability for Damage. Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Community, of any portion of the Community damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the CIC Act.

ARTICLE 13 OWNERS ASSOCIATION

Section 13.1 Form of Association. The Owners of Units shall constitute an owner's association to be known as the Tahoma Valley Estates Homeowners Association (the "**Association**"). The Association shall be organized as a non-profit miscellaneous or mutual corporation, no later than the date the first Unit in the Community is conveyed. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by a Board. The rights and duties of the Board and the Association shall be governed by the provisions of the CIC Act, the Washington Miscellaneous and Mutual Corporations Act, chapter 24.06 RCW, the Declaration and the Bylaws.

Section 13.2 Bylaws. The initial directors appointed in the Articles will adopt initial Bylaws to supplement the Declaration and to provide for the administration of the Association and the property and for other purposes not inconsistent with the CIC Act or the Governing Documents. The Bylaws may be amended pursuant to the procedures set forth in Article 24.

Section 13.3 Qualifications for Membership. Each Owner of a Unit (including Declarant as to Units it owns) shall be a member of the Association and shall be entitled to one membership for each Unit owned. Only Owners may be members of the Association. Ownership of a Unit shall be the sole qualification for membership in the Association. Corporations, partnerships, associations, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons, may be members of the Association.

Section 13.4 Transfer of Membership. The membership of an Owner in the Association is appurtenant to the Unit giving rise to the membership. The membership may not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided that if a Unit has been sold on contract, the contract purchaser shall, except as otherwise set forth in the Governing Documents, exercise all rights of the Owner under the Governing Documents, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit will automatically transfer the membership in the Association to the new Owner.

Section 13.5 Voting.

13.5.1 Number and Classes of Votes. The allocation of Voting Interests in the Association is set forth in Section 6.4. Other matters concerning voting are set forth in the Bylaws.

13.5.2 Arbitration. If the votes are tied on any matter voted upon by the members of the Association, the matter shall be submitted to arbitration and mediation as provided in Article 28 of this Declaration.

Section 13.6 Powers of Association.

13.6.1 General Powers. Except to the extent limited by the Governing Documents, the Association shall have (i) all powers authorized under the CIC Act and the Washington Nonprofit Miscellaneous and Mutual Corporations Act; (ii) all powers necessary for the operation of the Community or governance of the Association; (iii) any other powers authorized by this Declaration; and (iv) all powers that may be exercised by any corporation of the same type as the Association.

13.6.2 Capital Improvements. The Association may cause additional improvements to be constructed within the Common Elements and may acquire, hold, encumber, convey, and dispose of, in the Association's name, any additional tangible or intangible personal property. If the estimated cost of any such improvements or personal property to the Community exceeds \$25,000, the approval of the Owners holding at least 51% of the votes in the Association shall be required; and if such estimated cost exceeds \$50,000, the approval of the Owners holding 67% of the votes in the Association shall be required. This Section 13.6.2 does not apply to maintenance, repair or replacement of existing Common Element improvements.

13.6.3 Rules. The Board shall have the power to adopt Rules for any purpose authorized under the CIC Act, including the power to adopt Rules to establish and enforce construction and design criteria and aesthetic standards pertaining to the improvements and alterations to the Community. In adopting, amending or rescinding Rules, the Board (i) shall give consideration to the matters brought to its attention after notice to the Unit Owners; and (ii) shall give consideration to the interests of individual Owners and Authorized Users as well as the interests of the Association. All Rules must be reasonable. All Rules must treat similarly situated Units, Owners and Authorized Users similarly. No Rules shall be inconsistent with or violate the provisions of the Governing Documents. Before, adopting, amending or repealing any Rule, the Association must give all Owners notice of: (i) its intention to adopt, amend, or repeal a Rule and provide the text of the Rule or the proposed change; and (ii) a date on which the Board will act on the proposed Rule or amendment after considering comments from Owners. Following adoption, amendment, or repeal of a Rule, the Association must give notice to the Owners of its action and provide a copy of any new or revised Rule.

Section 13.7 Accounts, Records, Financial Statements, Audits and Funds. The Association must keep all of its funds in accounts in the name of the Association with a Qualified Financial Institution. The Association shall keep financial records in accordance with accrual-based accounting principles. The Association must establish and maintain its accounts and records in a manner that will enable it to credit assessments for common expenses and specially allocated expenses, including allocations to reserves, and other income to the association, and to charge expenditures, to the account of the appropriate units in accordance with the provisions of this Declaration. To assure that the unit owners are correctly assessed for the actual expenses of the association, the accounts of the association must be reconciled at least annually unless the board determines that a reconciliation would not result in a material savings to any unit owner. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with accrual-based accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner unless the annual Assessments for the year were less than \$50,000.00 and Owners

holding a majority of the votes, excluding votes held by Declarant, waive the audit for that year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any Mortgagee of a first Mortgage, and Declarant pursuant to Article 12, will be entitled to receive the audited financial statement upon written request. The Board, or Persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, or Declarant pursuant to Article 12, at such Person's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of Freddie Mac, Fannie Mae, HUD or VA, if it is a Mortgagee or prospective Mortgagee, the Association shall provide within a reasonable time an audited financial statement of the Association for the preceding fiscal year.

Section 13.8 Inspection of Documents, Books and Records. The Association shall make available for inspection upon request, during normal business hours or under other reasonable circumstances to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and Declarant pursuant to Article 12, and the agents or attorneys of any of them, current copies of the Books and Records of the Association. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 14 TRANSITION TO OWNER CONTROL

Section 14.1 Election of New Board. No later than the Transition Date, the Board shall call a Transition Meeting to elect a new Board. The Persons elected to the Board at the Transition Meeting shall take office upon such election. Nothing shall prevent previously elected or appointed directors from being elected at such election.

Section 14.2 Transfer of Association Property. No later than 30 days after the Transition Meeting, Declarant shall deliver to the Board elected at the Transition Meeting, or the management agent of the Association, all property of the Owners and of the Association held or controlled by Declarant pursuant to the CIC Act.

Section 14.3 Audit of Association Records. No later than 60 days after the Transition Meeting, the Board shall engage an independent certified public accountant to audit the records of the Association in accordance with generally accepted auditing standards, unless the Owners, other than Declarant, by majority vote, elect to waive the audit. The cost of the audit shall be a Common Expense.

Section 14.4 Termination of Contracts and Leases Made by Declarant. Within two years after the Transition Meeting, the Association may terminate, without penalty, upon not less than 90 days' notice to the other party, any of the following if it was entered into before the Transition Meeting: (a) any management, maintenance, operations or employment contract, or lease of recreational or parking areas or facilities or (b) any other contract or lease between the Association and Declarant or an affiliate of Declarant, as defined in Section 010(1) of the CIC Act. The Association may terminate, without penalty, at any time after the board elected at the Transition Meeting takes office, upon not less than 90 days' notice to the other party any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into. This Section 14.4 does not apply to any lease, the termination of which would terminate the Community or reduce its size, unless the real estate subject to that lease was included in the Community for the purpose of avoiding the right of the Association to terminate a lease under this Section 14.4.

ARTICLE 15 THE BOARD OF DIRECTORS

Section 15.1 Qualifications of Directors and Officers. The qualifications, number, method of election, removal and terms of service of the directors and officers shall be as specified in the Bylaws

Section 15.2 Powers of the Board. Except where expressly reserved to the Owners under the CIC Act or the Governing Documents, the affairs of the Association shall be managed by the Board. The Board may exercise all powers of the Association, except as otherwise provided in the CIC Act, or the Governing Documents. The Board shall arrange for, and shall have the exclusive right to contract for, goods and services necessary for the proper functioning of the Community. Those goods and services may include, but are not limited to, the following:

15.2.1 Utilities. All necessary utility services for the Common Elements and the Units.

15.2.2 Additions to Common Elements. The addition of improvements or personal property to the Common Elements.

15.2.3 Professional Services. Legal and accounting services necessary or proper for the operation of the Community or enforcement of Governing Documents; services of a hearing officer for quasi-judicial disputes; or services of an architect or other professional to assist with applications for changes to the Community.

15.2.4 Maintenance. The maintenance, repair and replacement of the Common Elements including any Limited Common Elements (such as the parking areas, landscaping, and common utility facilities).

15.2.5 Other Necessary Expenditures. Any other materials, supplies, furniture, labor, services, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or the Bylaws, or under law, or which, in its opinion, is necessary or proper for the operation of the Community, or for the enforcement of this Declaration or the Bylaws.

15.2.6 Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may or is claimed to, in the opinion of the Board, constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expense incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Units responsible to the extent of their responsibility and shall be immediately due and payable to the Association.

Section 15.3 Managing Agent. Declarant or Board may contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Community and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days' written notice; or (b) without cause, on not more than 90 days' written notice.

Section 15.4 Authority to Borrow. If the Board determines that the funds of the Association are or will be insufficient to pay the expenses of the Association, the Association may borrow funds to pay such expenses. To secure the repayment thereof, the Association may, encumber (subject to the limitations set forth in this Declaration) any portion of the Common Elements. Proceeds of the conveyance or financing are an asset of the Association. In addition, to secure the repayment thereof, the Association may assign (subject to the limitations set forth in this Declaration) its right to receive future income of the Association, including any receivable, right to payment, and special and general Assessments from the Unit Owners. Prior to making such an assignment, the Board shall provide a notice of intent to borrow to all the Owners. The notice must include the purpose and maximum amount of the loan, the estimated amount and term of any assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan, and must set a date for a meeting of the Owners to consider ratification of the borrowing not fewer than 14 or more than 60 days after mailing of the notice. Unless at that meeting, whether or not a quorum is present, the Owners to which a majority of the votes in the Association are allocated reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the notice. In connection with the encumbrance of future income of the Association, the Association may execute such loan documents and undertake such obligations as the lender may require to realize on the encumbrance including powers of attorney, control over deposit accounts, the right to file or foreclose Assessment liens, and the right to contact account debtors (including the Unit Owners) and require that payment be made directly to the lender.

Section 15.5 Standard of Conduct. In the performance of their duties, the officers and directors are required to exercise the degree of care and loyalty to the Association required of an officer or a director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under chapter 24.06 RCW.

Section 15.6 Limitations on Board Authority. The Board shall act reasonably, in light of the facts determined by the Board, in making all determinations, exercising its discretion, granting or withholding consent, or taking any action on behalf of the Association. The Board shall not, without the vote or agreement of the Unit Owners, (i) amend the Declaration except as set forth in Article 24, (ii) amend the organizational documents of the Association, (iii) terminate the Community, (iv) elect members of the Board, or (v) determine the qualifications, powers, duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 15.7 Limitation of Liability; Indemnification. The liability of each director, officer and committee member, including Declarant when acting in any such capacity, shall be limited as set forth in the Association's Articles. Each director, officer and committee member, including Declarant when acting in any such capacity, shall be entitled to indemnity, reimbursement of expenses and advances of expenses as set forth in the Association's Articles.

Section 15.8 Lawsuits or Arbitration Proceedings.

15.8.1 General. The Association may institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding ("**Proceedings**") in its own name on behalf of itself or on behalf of two or more Unit Owners, in a representative capacity, on matters affecting the Community, but any action on behalf of Unit Owners shall not convert any individual claims or legal rights that the Unit Owners may have into claims or rights of the Association.

15.8.2 Notice. The Board must carefully evaluate the potential costs and risks to the Unit Owners before committing the Unit Owners to a course of action in any Proceedings. The Board shall evaluate those matters and promptly provide notice in a Record to the Units Owners about any legal proceedings in which the Association is a party other than Proceedings involving the enforcement of Rules or to recover unpaid Assessments due to the Association. The notice shall describe: (i) the principal amount sought to be recovered; (ii) the estimated attorneys' fees which will be chargeable to the Association; (iii) the basis on which the attorneys' fees will be paid (for example, hourly, flat fee or contingent); (iv) the estimated cost of all witnesses or investigators including bookkeepers, accountants, consultants, investigators, contractors, and experts; (v) the nature of the Association's claims and defenses and the amount at issue; and (vi) the negative consequences the Unit Owners could suffer by reason of the proposed Proceedings, including the likelihood of special Assessments and the impact of the litigation on Unit sales or refinancing while the Proceedings are pending.

ARTICLE 16 BUDGET AND ASSESSMENTS

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year in which Assessments are collected, the Board shall prepare a budget for the Association for the coming year. The budget must include: (i) the projected income to the Association by category, (ii) the projected Common Expenses and those Specially Allocated Expenses that are subject to being budgeted, both by category, (iii) the amount of Assessments per Unit and the date the Assessments are due, (iv) the amount of regular Assessments budgeted for contribution to the reserve account, (v) a statement of whether the Association has a reserve study that meets the requirements of the CIC Act and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study, and (vi) the current deficiency or surplus in reserve funding expressed on a per unit basis. The Budget shall also take into account any surplus or deficit carried over from the preceding year, and make provision for reasonable reserves for contingencies. The Board need not reserve for items that can reasonably be funded from cash flow or borrowing, and need not adopt a "fully funded" plan or contribution and may adopt such plan and contribution rate as it deems appropriate in its reasonable discretion. The Board may at any suitable time require the commencement of contributions to such reserve accounts. The Board need not adopt a new budget prior to the Transition Date, and any budget adopted during such period may be based on the actual expenses for the Association and need not provide for accumulation of reserves.

Section 16.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Community, the Board shall provide a copy of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not fewer than 14 or more than 50 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget and the Assessments against the Units included in the Budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section 16.3.

Section 16.4 Revisions to Budget. The Board may revise the budget and any Assessments based thereon, from time to time for any reason, including non-payment of any Owner's

Assessments. Any revision to the budget is, however, subject to the notice requirements and the right of Owners to ratify the revised budget set forth in Section 16.3.

Section 16.5 Assessments for Common Expenses. The sums required by the Association for Common Expenses as reflected in the annual budget and any supplemental budget shall be divided into installments to be paid periodically, with such frequency as determined by the Board, over the period to be covered by the budget or supplemental budget. The Assessment for Common Expenses for each Unit shall be the sum of (a) the Common Expense Liability of that Unit multiplied by the total periodic installment for Common Expenses (except Specially Allocated Expenses) for all Units; and (b) any Specially Allocated Expenses of that Unit. Assessments shall commence against all Units that have been created by this Declaration no later than the date of the first Conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, Declarant may delay the commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses beyond such date, in which event Declarant must pay all of the Common Expenses or Specially Allocated Expenses that have been delayed during the period of delay. Declarant may exercise the right to delay Assessments for any Units whether initially created or subsequently created pursuant to a Development Right to create Units. If Declarant has paid insurance premiums prior to the commencement of Assessments, it shall be entitled to a refund from the Association of any unearned premium for the period after commencement of Assessments. If the Association does not have adequate working capital at the commencement of Assessments to reimburse Declarant for the unearned premiums, it may deliver a promissory note to Declarant and pay the balance due over time.

Section 16.6 Specially Allocated Expenses. The Common Expenses described in this Section 16.6 shall be assessed against the Units as described herein, and not on the basis of the Unit's Common Expense Liability. Only the following costs can be specially allocated: (i) costs of insurance in proportion to risk, (ii) capacity charges and assessments, and (iii) costs of one or more specified utilities in proportion to respective usage or upon the same basis as such utility charges are made by the utility provider.

16.6.1 [Intentionally Omitted]

16.6.2 [Intentionally Omitted]

16.6.3 Insurance. The expense of procuring and maintaining insurance will be assessed against the Units according to their Common Expense Liability unless the Board determines, based on advice from the Association's insurance broker, agent or company, that differences in the value or replacement cost of improvements within individual Units or in the activities conducted within Units make it appropriate to assess the cost of insurance in accordance with risk.

16.6.4 Capacity Charges and Assessments. Any Common Expenses for the sewer capacity charge, business improvement district assessments, local improvement district assessments and other similar charges or assessments be assessed against the Units on the same basis, or in accordance with the same formula, as the assessments or charges are imposed by the governmental authority.

Section 16.7 Misconduct. To the extent that any Common Expense is caused by the negligence of any Owner or Authorized User of any Unit, the Association may assess that expense against the Owner's Unit.

Section 16.8 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a periodic basis, the Board may levy special Assessments for such expenses against the Units, subject to ratification by the Owners pursuant to Section 16.3.

Section 16.9 Reserve Studies. The Association shall obtain reserve studies and updated reserve studies as and when required by the CIC Act. An initial reserve study must be prepared by a reserve study professional and based upon either a reserve study professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study must be prepared annually and need not be completed each year by a reserve study professional; provided, however, that an updated reserve study must be prepared at least every third year by a reserve study professional and based upon a visual site inspection conducted by the reserve study professional. Until the expiration of all warranties given by or imposed upon Declarant, and the time period for filing any claims against Declarant, the Board shall contemporaneously send a copy of each reserve study to Declarant at the address specified in Section 26.1, or such other address as Declarant may specify in a Record to the Association from time to time.

Section 16.10 Creation of Reserve Account. Once Assessments for replacement reserves are collected, the Board shall establish one or more accounts for the deposit of reserve contributions. Any reserve account must be an income-earning account maintained under the direct control of the Board, and the Board is responsible for administering the reserve account. The operation of the reserve account and any Assessments for contribution to the reserve account shall be further governed by this Article 16 and the Bylaws.

Section 16.11 Withdrawals from Reserve Accounts. The Board may withdraw funds from the Association's reserve accounts to pay for unforeseen or unbudgeted costs that are unrelated to replacement costs of the reserve components. Any such withdrawal must be recorded in the minute books of the Association. The Board must give notice of any such withdrawal to each Unit Owner and adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Unit Owners. The Board must provide to Unit Owners along with the annual budget adopted in accordance with Section 16.2 of this Declaration (a) notice of any such withdrawal, (b) a statement of the current deficiency in reserve funding expressed on a per Unit basis, and (c) the repayment plan. The Board may withdraw funds from the reserve account without satisfying the notification of repayment requirements under this section to pay for replacement costs of reserve components not included in the reserve study.

Section 16.12 Payment of Assessments. On a date as the Board may establish by Rule, each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit due for that period, as determined by the Board. Any Assessment that is not paid when due will be subject to late charges, interest charges and collection adopted by the Board pursuant to Section 17.9. The Board shall have the right to change the Assessments to a monthly collection but any additional fees associated with this change will be passed to each Owner.

Section 16.13 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Community shall belong to the Association.

Section 16.14 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay Assessments during that or any subsequent year, and the

Assessments amounts established for the preceding year shall continue until new Assessments are established.

Section 16.15 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of the Owner's Unit, the Board must furnish a statement signed by an officer or authorized agent of the Association stating the amount of unpaid Assessments against that Unit. The Association must furnish the statement within 15 days after receiving the request. The statement shall be binding on the Association, the Board and every Unit Owner, unless and to the extent known by the recipient to be false. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the statement.

Section 16.16 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities. The Board shall have the discretion to determine when to impose the recalculated Assessments, but in no event, shall the Board delay imposition beyond the fiscal year during which the Common Expense Liabilities were reallocated.

Section 16.17 Initial Contribution to Working Capital. The first purchaser (as defined in the CIC Act) of any Unit shall, at the time of closing, pay to the Association (or Declarant as set forth below), in addition to other amounts due, an estimated amount of Five Hundred Dollars (\$500.00), as a nonrefundable initial contribution to the Association's working capital. Declarant shall not use any such contributions to defray expenses that are the obligation of Declarant.

ARTICLE 17 LIEN AND COLLECTION OF ASSESSMENTS

Section 17.1 Assessments Are a Lien; Priority.

17.1.1 The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due.

17.1.2 A lien under this Article 17 shall be prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recording of this Declaration; (ii) a Mortgage on the Unit recorded before the date on which the unpaid Assessment became due; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

17.1.3 Except as provided in this Section 17.1.3, the lien shall also be prior to the Mortgages described in Section 17.1.2(ii) to the extent of an amount equal to:

17.1.3.1 Assessments (whether specially allocated or not) for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 16, which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the Association's lien or a Mortgage described in Section 17.1.2(ii); plus

17.1.3.2 The Association's actual costs and reasonable attorneys' fees incurred in foreclosing its lien but incurred after the giving of the notice described in Section 17.1.3.3; provided, however, that the costs and reasonable attorneys' fees that will have priority under this Section 17.1.3.2 shall not exceed \$2,000 or an amount equal to the amounts described in Section 17.1.3.1, whichever is less.

17.1.3.3 The notice must satisfy the requirements of Section 515 of the CIC Act.

17.1.4 Recording of this Declaration constitutes recorded notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real estate records of the county in which the Community is located. Such recording shall not constitute the notice referred to in Section 17.1.3.3.

Section 17.2 Judicial Foreclosure. A lien arising under this Article 17 may be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW, subject to any rights of redemption under chapter 6.23 RCW. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months.

Section 17.3 Non-Judicial Foreclosure. A lien arising under this Article 17 may be foreclosed non-judicially in the manner set forth in chapter 61.24 RCW for non-judicial foreclosure of deeds of trust. For the purpose of preserving the Association's non-judicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or other title company or their successors or assigns ("**Trustee**"), to secure the obligations of each Unit Owner to the Association for the payment of Assessments. Each Unit Owner shall retain the right to possession of its Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Unit Owner's obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien non-judicially pursuant to this Section 17.3, it shall not be entitled to the lien priority over Mortgages provided in Section 17.1.3 and shall be subject to the limits on deficiency judgments under chapter 61.24 RCW.

Section 17.4 Receiver During Foreclosure. In an action to collect Assessments or to foreclose on a lien on a Unit, the Association shall be entitled to the appointment of a receiver to collect all sums due and owing to the Unit Owner before commencement of the action or during the pendency of the action. The receivership shall be governed by chapter 7.60 RCW. During the pendency of the action, the court may order the receiver to pay sums held by the receiver to the Association for any Assessments against the Unit. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 17.5 Effect of Foreclosure. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Nothing in this Article 17 shall prohibit the Association from taking a deed in lieu of Foreclosure. Except as provided in Section 17.1.3, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through Foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 17.6 Assessments Are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges in this Article 17, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.7 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within six years after the full amount of the Assessments sought to be recovered becomes due.

Section 17.8 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same is assessed as of the time the Assessment is due. In a voluntary Conveyance, other than by foreclosure, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

Section 17.9 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged, not to exceed the maximum rate calculated under RCW 19.52.020 on all subsequent delinquent Assessments or installments thereof. If the Association has not established such a rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 17.10 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 17.11 Limitations on Foreclosure Proceedings. The Association may not commence an action to Foreclose a lien on a Unit under this Article 17 unless: (i) the Unit Owner, at the time the action is commenced, owes a sum equivalent to at least three months of Assessments, and (ii) the Board approves commencement of a Foreclosure action specifically against that Unit. Every aspect of a collection, Foreclosure, sale or other conveyance under this Article 17, including the method, advertising, time, date, place and terms must be commercially reasonable.

Section 17.12 Security Deposit. An Owner who has been chronically delinquent in paying its Assessments may, from time to time, be required by the Board, after Notice and Opportunity to be Heard, to make and maintain a security deposit not in excess of three months' estimated Assessments, which shall be collected and shall be subject to penalties for non-payment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

Section 17.13 Remedies Cumulative. The remedies provided herein are cumulative, and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 18 ENFORCEMENT OF GOVERNING DOCUMENTS

Section 18.1 Rights of Action. Each Owner and its Authorized Users and the Association shall comply with the Governing Documents and the proper decisions of the Board. Declarant shall enjoy all the rights and assume all the obligations of an Owner as to each unsold Unit in the Community owned by Declarant. The Association acting on behalf of the Owners or any Owner acting on its own behalf may bring an action to recover sums due or damages, or for injunctive relief,

or any or all of them, against any party who fails to comply with the Governing Documents and the proper decisions of the Board.

Section 18.2 Additional Rights. In addition to any rights authorized by the CIC Act, the Board may, after Notice and Opportunity to Be Heard, take any of the following actions against any party who fails to comply with the Governing Documents and the proper decisions of the Board:

18.2.1 Require an Owner, at its own expense, to stop work on, and remove, any improvement from such Owner's Unit or other areas of the Community in violation of the Governing Documents and to restore the property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

18.2.2 Levy Assessments to cover costs incurred by the Association to cure a violation of the Governing Documents;

18.2.3 Apply a security deposit posted by an Owner to any unpaid charges or Assessments;

18.2.4 Suspend any right or privilege of a Unit Owner who fails to pay an Assessment, but the Association may not (i) deny a Unit Owner or other occupant access to the Owner's Unit, (ii) suspend a Unit Owner's right to vote, or (iii) withhold services provided to a Unit or a Unit Owner by the Association if withholding the service would endanger the health, safety, or property of any Person; and

18.2.5 Exercise self-help or take action to abate any violation of the Governing Documents.

Notice and Opportunity to Be Heard shall not be required in an emergency situation or in regard to the removal of vehicles or items that are in violation of parking Rules.

Section 18.3 Remedies Cumulative; Attorneys' Fees. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association or Owner prevails, it shall be entitled to recover all costs, including, without limitation, its attorneys' fees and court costs, reasonably incurred in such action.

Section 18.4 Enforcement Discretion; No Waiver. The decision to pursue enforcement action in any particular case shall be left to the judgment of the Board, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

18.4.1 The Association's position does not justify taking action or further action;

18.4.2 The covenant, restriction or Rule being enforced is, or is likely to be, construed as inconsistent with applicable law;

18.4.3 Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable Person or to justify expending the Association's resources; or

18.4.4 It is not in the Association's best interests to pursue enforcement action.

Such a decision shall not be construed to be a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or Rule. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in a Record and signed for by the Board. This Section 18.4 also extends and applies to Declarant.

Section 18.5 Notice and Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after Notice and Opportunity to Be Heard, the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, Tenants or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in a Record or both (as specified in the notice), subject to reasonable Rules of procedure established by the Board to ensure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 19 TORT AND CONTRACT LIABILITY

Section 19.1 Declarant Liability. An Owner is not liable, solely by reason of being an Owner, for an injury or damage arising out of the condition or use of the Common Elements. Neither the Association nor any Owner except Declarant is liable for Declarant's torts in connection with any part of the Community which Declarant has the responsibility to maintain. An action alleging a wrong done by the Association must be brought against the Association and not against any Owner. An Owner is not precluded from bringing an action contemplated by this Section 19.1 because it is a Unit Owner or a director or officer of the Association.

Section 19.2 Limitation of Liability for Utility Failure. Except to the extent covered by insurance obtained by the Association, neither the Association, the Board, the Managing Agent nor Declarant shall be liable to any Unit Owner for:

19.2.1 the failure of any utility or other service to be obtained and paid for by the Board;

19.2.2 injury or damage to Person or property caused by the elements, or resulting from electricity, water, rain, dust, mold or mildew which may leak, travel or flow from outside of any building; from any Unit, Common Element or part of the building; from any pipes, drains, conduits, appliances, or equipment; or from any other place; or

19.2.3 inconvenience or discomfort resulting from any action taken to comply with the Governing Documents or any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 19.3 Limitation of Personal Liability; Indemnification. Each director and officer of the Association shall be insulated from liability for its conduct as a director or officer of the Association to the extent set forth in the Articles and shall be entitled to indemnification to the extent set forth therein.

ARTICLE 20 INSURANCE

Section 20.1 Required Insurance. Commencing not later than the time of the first Conveyance of a Unit to a Person other than Declarant, the Association shall maintain in its own name, to the extent reasonably available and subject to reasonable deductibles, insurance meeting the requirements of this Article 20. The Association may, however, delay procurement of fidelity insurance until the election of the Board at the Transition Meeting. All insurance must be obtained from insurance carriers who are generally acceptable for similar projects, are authorized to do business in the State of Washington and meet the acceptability criteria of Fannie Mae, Freddie Mac, HUD and VA. The Board shall review at least annually the adequacy of the Association's insurance coverage. The Board shall promptly notify the Unit Owners if the required property or liability insurance is not reasonably available.

Section 20.2 Property Insurance Requirements. The Association shall maintain property insurance written on a "special form" of coverage. The property insurance shall cover (i) all Common Elements (including Limited Common Elements) and all real estate that must become Common Elements, (ii) to the extent not described in the foregoing clause, all installed machinery and equipment and personal property owned by the Association and located outside of a Unit (including but not limited to furniture, media equipment, and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering), and (iii) all other personal property of the Association. The property insurance shall insure against all risks of direct physical loss and may, but need not, include damage caused by earthquakes or terrorism. The amount of insurance shall not be less than 100% of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. To ensure adequate property insurance coverage, the Board shall periodically obtain insurance replacement cost appraisals of any buildings and personal property for which insurance is required under this Section 20.2.

Section 20.3 Liability Insurance Requirements. The Association shall maintain commercial general liability insurance, including medical payments insurance, which provides coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements in an amount of at least \$1,000,000 for any single occurrence and \$2,000,000 aggregate and which contains a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of the negligent act of the Association or other Unit Owners.

Section 20.4 Fidelity Insurance Requirements. The Association shall maintain, or require its Managing Agent to maintain, fidelity insurance naming the Association and its officers, directors, trustees and employees, any Managing Agent, and all other Persons who handle or are responsible for handling funds held or administered by the Association, whether or not the Person receives compensation for services, as insured. The bond shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definitions of "employee" or similar expression. The policy must provide minimum limits at least equal to the larger of (i) the highest amount of funds, including reserve funds, that the Association is expected to hold at any time while the policy is in force, or (ii) three months of the expected aggregate Assessments for the policy term, plus reserve funds. There shall be no requirement to obtain a fidelity bond prior to the Transition Meeting.

Section 20.5 Additional Insurance Requirements. The insurance policies obtained pursuant to Section 20.2 and Section 20.3 shall:

20.5.1 Provide that the Association is the named insured, and that each Unit Owner is an insured under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

20.5.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or Tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

20.5.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy; and

20.5.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee.

Section 20.6 Adjustment of Losses; Insurance Trustee; Power of Attorney. Any loss covered by the insurance described in Section 20.2 must be adjusted with the Association, but the proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association must hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Sections 20.9 and 21.4, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes. Each Owner and the Owner's Mortgagee, if any, are beneficiaries of the policy in accordance with percentages established by the Common Ownership Interest of Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request.

Section 20.7 Additional Insurance. The Association may maintain such other insurance as the Board deems advisable; provided that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, loss of maintenance fees and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Fannie Mae, Freddie Mac, HUD or VA, or other governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or an Owner of a Unit within the Community or an insurer of a Mortgage encumbering a Unit, except to the extent such coverage is not reasonably available or has been waived in a Record by such agency.

Section 20.8 Owners' Individual Insurance. Each Unit Owner shall maintain special cause-of-loss coverage in an amount equal to 100% of the replacement cost of its Unit and the Home thereon. Each Unit Owner and Tenant shall maintain a liability policy insuring against liability for property damage or bodily injury caused by the Unit Owner or Tenant or those for whom each is legally responsible, and cover any obligation to pay or reimburse the Association for any deductible under the Association's property insurance or for any portion of loss caused by the insured and not covered by the Association's property insurance. The liability policy shall have a limit of liability of at least the full replacement value of the Home and any Structures with the Unit. Owners must obtain the required insurance from insurance carriers authorized to do business in the State of Washington. All policies must provide that coverage may not be canceled without 30 day's written notice to the Association. The Board may adopt Rules that establish greater or more specific requirements for such policies, including minimum amounts and types of coverage.

Section 20.9 Board has no Obligation to Monitor Unit Owners' Insurance. The Association has no insurable interest in the Units, the Dwellings or personal property owned by Unit Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence or nonexistence of any insurance required under Section 20.8; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Unit Owner or tenant as to any personal property insurance if the Unit is subject to a lease. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

Section 20.10 Use of Insurance Proceeds. Any portion of the Community, for which insurance is required under Section 20.2 which is damaged or destroyed must be repaired or replaced promptly by the Association pursuant to Article 21.

Section 20.11 Certificate. An insurer that has issued an insurance policy under this Article 20 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or Mortgagee. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or non-renewal of contracts of insurance.

Section 20.12 Notification of Sale of Unit. Promptly upon Conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the Conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

ARTICLE 21 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

Section 21.1 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 21:

21.1.1 "Damage" shall mean all kinds of damage, whether of slight degree or total destruction, caused by casualty or other occurrence, but shall not include construction defects, deterioration or wear and tear.

21.1.2 **“Substantial Damage”** shall mean that in the judgment of a majority of the Board the estimated Assessment determined under Section 21.2.4 for any one Unit exceeds 3% of the full, fair market value of the Unit before the Damage occurred, as determined by the then current assessed value for the purpose of real estate taxation.

21.1.3 **“Repair”** shall mean restoring the damaged improvements to substantially the condition they were in before they were damaged, with the Unit and the Common Elements having substantially the same boundaries as before. “Repair” does include restoration of improvements or betterments installed after Conveyance by Declarant if those improvements or betterments are not insured because the Owner failed to notify the Board of their installation. Modifications to conform to applicable governmental Rules or available means of construction may be made.

21.1.4 **“Emergency Work”** shall mean work that the Board deems reasonably necessary to avoid further Damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 21.2 Initial Board Determination. In the event of Damage to any portion of the Community that the Association is required to insure by this Declaration, the Board shall promptly take the following actions. In doing so, the Board shall obtain such advice from professionals (such as engineers, architects, contractors, insurance consultants, lenders and attorneys) as the Board deems advisable and shall consider the information then known to the Board.

21.2.1 Determine the nature and extent of the Damage to the insured property and loss to the Association, together with an inventory of the improvements and property directly affected thereby.

21.2.2 Obtain as reliable an estimate as possible of the cost and time to Repair the Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

21.2.3 Determine the insurance proceeds and reserves, if any, that will likely be available to pay for the Damage.

21.2.4 Determine (i) the amount, if any, by which the estimated cost of Repair is likely to exceed the expected insurance proceeds, the reserves available to Repair the Damage, other available funds of the Association, and the deductibles owed by Owners; and (ii) the likely amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense.

Section 21.3 Notice of Damage. The Board shall provide each Owner with a written notice summarizing the initial Board determinations made under Section 21.2, explaining any further information needed by the Board to make a final decision on the cost and schedule for Repairs. If the Board determines that the Damage is Substantial Damage then the notice shall also explain any further information needed by the Board to allow the Owners to make an informed decision about Repairs to the Community, and shall call a special meeting to consider whether to Repair the Damage. If the Damage affects a material portion of the Community, the Board shall also send the notice to each Mortgagee. If the Board fails to call a meeting within 30 days of the Damage, any Owner or Mortgagee may call such a meeting. The Board may, but is not required to, call such a meeting in other circumstances.

Section 21.4 Execution of Repairs.

21.4.1 The Association shall promptly Repair any damaged portion of the Community that the Association is responsible to insure and to maintain or repair unless:

21.4.1.1 The Community is terminated by vote at a special meeting called in accordance with Section 21.3 and taken in accordance with the termination provisions of the Declaration and CIC Act;

21.4.1.2 Repair would be illegal under any state or local health or safety statute or ordinance; or

21.4.1.3 Owners holding at least 80% of the votes in the Association, including every Owner of a Unit or Limited Common Element which will not be rebuilt, and Declarant if Declarant has the right to create Units in the Community, vote not to Repair the Damage.

21.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others and take such other action as is reasonably necessary to make the Repairs. Contracts for the Repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the Repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 21.

The Board may expend so much of the insurance proceeds and Association funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 21.5. The cost of Repair or replacement in excess of insurance proceeds, reserves, and deductibles paid by Owners, is a Common Expense.

Section 21.5 Effect of Decision Not to Repair. If all of the damaged or destroyed portions of the insured property are not repaired or replaced:

21.5.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community;

21.5.2 The insurance proceeds attributable to Units and Limited Common Elements that are not repaired or replaced shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated or to lien holders, as their interests may appear; and

21.5.3 The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to their Common Ownership Interests.

If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section 21.5, Article 25 governs the distribution of insurance proceeds if the Community is terminated.

ARTICLE 22 CONDEMNATION

Section 22.1 Power of Attorney. The Association shall represent the Unit Owners in any legal proceedings related to the condemnation of all or part of the Common Elements, and shall have the sole authority to control, negotiate and settle such matters on behalf of the Unit Owners. Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Common Elements. Any proceeds from a condemnation shall be paid to the Association for the benefit of affected Units and their Mortgagees, as set forth herein. Should the Association not act, based on their right to act pursuant to this Section 22.1, the affected Owners may individually or jointly act on their own behalf.

Section 22.2 Consequences of Condemnation; Notices. If any Unit or portion thereof or the Common Elements or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly give notice of the proceeding or proposed acquisition to each Owner and Mortgagee and to Declarant unless each and every Development Right and Special Declarant Right has expired.

Section 22.3 Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit that may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its Allocated Interests, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section 22.3 is thereafter a Common Element.

Section 22.4 Condemnation of Part of a Unit. Except as provided in Section 22.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Ownership Interest, whether or not any Common Elements are acquired. The award shall be distributed to the Owner or lien holders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that Unit's Common Ownership Interest and Common Expense Liability are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 22.5 Condemnation of Common Element or Limited Common Element. If part of the Common Elements is acquired by condemnation, any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Unit to which that Limited Common Element was allocated at the time of the acquisition, or to lien holders, as their interests may appear, and the portion of the award attributable to the other Common

Elements shall be distributed to the Association. If the Board determines that a particular Owner's interest in the Common Elements will be diminished with respect to other Owners by the acquisition of a Common Element, the Declaration may be amended to adjust that Owner's Common Expense Liability allocation, or to remove the allocation of a Limited Common Element to that Owner's Unit, as the case may be.

Section 22.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 21.

Section 22.7 Taking of Special Declarant Rights. The Association will have no power to represent Declarant in any condemnation or eminent domain proceedings relating to any Development Rights or Special Declarant Rights. Declarant, and not the Association, will be entitled to receive all awards attributable to any Development Rights or Special Declarant Rights.

ARTICLE 23 PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS

Section 23.1 Subdivision or Combination of Units. A Unit may not be subdivided into a greater number of Units, and two or more Units may not be combined into a lesser number of Units. This Section 23.1 does not apply to the exercise of Development Rights.

ARTICLE 24 AMENDMENT OF DECLARATION, MAP, ARTICLES OR BYLAWS

Section 24.1 Procedures. Except in cases of amendments that may be executed by Declarant, the Association or certain Owners under other provisions of this Declaration or under the CIC Act, the Declaration, and the Map, Articles and Bylaws may be amended only by vote or agreement of the Owners as specified in this Article 24. Provisions in this Declaration pertaining to Special Declarant Rights that have not expired may not be amended without the consent of Declarant.

24.1.1 Any Owner or Owners may propose amendments to the Board. If approved by a majority of the Board, the amendment shall be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, the Board shall submit the amendment to the members of the Association for their consideration at the next regular or special meeting for which timely notice can be given. The notice for any meeting at which an amendment will be considered shall include the text of the amendment.

24.1.2 Amendments may be adopted at a meeting of the members of the Association or by such alternative methods as allowed by the Bylaws, after such notice as is required by the Bylaws and this Declaration has been given to all Persons (including Mortgagees) entitled to receive notices.

24.1.3 Upon its adoption and the receipt of any necessary consent under this Article 24, an amendment to the Declaration or the Map will become effective when it is recorded or filed in the real estate records in the county in which the Community is located. The amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. No action to challenge the validity of an amendment to the Declaration or Map adopted by the Association pursuant to this Article 24 may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

24.1.4 Amendments under this Section 24.1 shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 24.2 Consent Required. Except in cases of amendments that may be executed by a Declarant, the Association, or certain Owners under the CIC Act pursuant to different standards, including as specified in RCW 64.90.285, the percentages of consent of Owners and Mortgagees required for adoption of amendments to the Declaration are as follows:

24.2.1 General. Except as set forth elsewhere in this Section 24.2, an amendment to the Declaration or the Map shall require the vote or agreement of Unit Owners holding at least 67% of the Voting Interest in the Association.

24.2.2 Creation of Special Declarant Rights; Increase in Units; Boundary Changes; Changes in Allocated Interests. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, or changes the Allocated Interests of a Unit shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association, including the consent of any Owner of a Unit, the boundaries or Allocated Interests of which will be changed by the amendment.

24.2.3 Modification of Allowed and Prohibited Uses. Except to the extent permitted or required under the CIC Act or this Declaration, an amendment to the Declaration that allows any use of the Units other than residential use or that prohibits the residential use of the Units shall require the vote or agreement of the Owners holding at least 90% of the Voting Interest in the Association. Any such amendment must provide reasonable protection for a use permitted at the time the amendment is adopted.

24.2.4 Director and Officer Indemnification. No amendment to any provision in the Declaration, Articles or Bylaws may restrict, eliminate or modify (i) any right of a director or officer of an Association to indemnification or any (ii) limitation of liability of such persons, as to conduct that occurred prior to the amendment. Any current or former director or officer affected by such amendment, who is not a Unit Owner is a third party beneficiary of this provision entitled to enforce it.

24.2.5 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right that has not expired without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any real estate subject thereto. No amendment may restrict, eliminate, or otherwise modify any right of directors or officers to indemnification for conduct that occurred prior to the amendment, without the consent of that director or officer.

Section 24.3 Amendments by Declarant. In addition to any other rights to amend the Governing Documents in the CIC Act or this Declaration, Declarant may at any time, upon 30 days advance notice to the Association, adopt, execute and record an amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, all within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error or ambiguity. Declarant may execute and record any such amendment itself and need not otherwise comply with the requirements of this Article 24.

ARTICLE 25 TERMINATION OF COMMUNITY

Section 25.1 Action Required. Except in the case of the taking of all Units by condemnation or a judicial termination of the Community pursuant to the CIC Act, the Community may be terminated only by (i) agreement of Owners of Units to which at least 80% of the Voting Interest in the Association is allocated, and (ii) the consent of all the holders, including Declarant, of any unexpired Development Rights or Special Declarant Rights.

Section 25.2 Limitation on Termination. The Community may not be terminated while Declarant has any Development Right or Special Declarant Right without the consent of Declarant and any Mortgagee of record with a security interest in the Development Right or Special Declarant Right or in any real estate subject thereto, excluding Mortgagees of Units owned by Persons other than Declarant.

Section 25.3 CIC Act Governs. The applicable provisions of the CIC Act relating to termination of common interest communities, contained in Section 290 of the CIC Act, as it may be amended, shall govern the termination of the Community, including, but not limited to, the disposition of real estate in the Community and the distribution of proceeds from the sale of real estate.

ARTICLE 26 NOTICES

Section 26.1 Form and Delivery of Notice. Notices to the Association, Board, any Owner or any occupant of a Unit must be provided in such manner as provided in the CIC Act. Notices to Declarant must be provided in a Tangible Medium and must be transmitted by mail, private carrier or personal delivery to the following address, or such other address as Declarant may specify in written notice to the Board or the Owners:

SSHI LLC
11241 Slater Ave NE, Suite 200
Kirkland, WA 98033
Attn: HOA Coordinator

ARTICLE 27 ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

ARTICLE 28 DISPUTE RESOLUTION

Section 28.1 Mediation and Binding Arbitration of Claims. Any and all claims, disputes or controversies (whether under federal, state or local law) between or between or among any of the Association, the Board or one or more Unit Owners or Authorized Users arising from or related to (i) the Governing Documents, (ii) the Community, or (iii) the management or operation of the Community or the Association, including, without limitation, any such claim of breach of contract, negligence, breach of any duty under the Washington Uniform Common Interest Ownership Act or breach of any alleged duty of good faith and fair dealing (collectively, “**Claim**” or “**Claims**”), shall be resolved exclusively by binding, non-appealable, arbitration as set forth herein. Notwithstanding the foregoing, the following matters shall not be Claims subject to mandatory mediation or arbitration under this Article 28: (i) any action or remedy initiated by or against any Mortgagee, (ii) judicial Foreclosure actions, (iii) non-judicial trustee’s sales, (iv) the appointment of a receiver during Foreclosure, or (v) actions to collect or enforce any order, decision or award rendered by arbitration.

Section 28.2 Initiation of Arbitration; Mediation. If any party to a Claim determines that the Claim cannot be resolved without intervention, then that party shall give notice in a Tangible Medium to all other parties to the Claim demanding that the Claim be submitted to mediation and arbitration pursuant to this Article 28. The parties shall attempt to resolve any Claims in good faith through mediation at the outset of any arbitration proceeding. Any administrative fees of the mediation service and fees of the mediator shall be borne equally by the parties to the mediation. Each party shall pay its own attorneys' fees and costs in connection with the mediation.

Section 28.3 Arbitrator's Authority. This Article 28 shall be deemed to be a self-executing arbitration agreement. Without limiting the authority of the arbitrator under the applicable arbitration rules, the arbitrator shall have the authority to decide (i) the substance of the Claim and any defenses and counterclaims relating thereto, (ii) procedural or evidentiary issues, (iii) issues relating to discovery, (iv) issues relating to applicable law, and (v) issues as to the interpretation or the enforceability of this arbitration agreement, including, without limitation, its revocability, unconscionability or voidability for any cause, the scope of arbitrable issues. The arbitrator shall have the authority to award both damages and injunctive relief and to enforce the arbitration award. The arbitrator shall not have the authority to award punitive or exemplary damages.

Section 28.4 Arbitration Fees. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of justice.

Section 28.5 Arbitration Service; Arbitrator. The arbitration shall be conducted by the American Arbitration Association pursuant to its *Construction Industry Arbitration Rules* in effect as of the date of the Claim notice. The arbitrator shall possess sufficient knowledge in single family plat communities as determined by the arbitration service.

Section 28.6 Arbitration Procedures and Hearing. All arbitration hearings and meetings shall occur in the county in which the Community is located. The arbitrator shall apply the substantive law of the State of Washington. The arbitrator may allow factual discovery of information from the parties and witnesses to the extent reasonably relevant to claims and damages at issue but shall protect the parties from irrelevant, burdensome or unreasonable discovery. Prior to the arbitration hearing, the parties must agree upon a written statement of the claim theories to be arbitrated. The arbitrator shall schedule the arbitration hearing for the earliest possible time that is consistent with fairness to the parties and the complexity of the issues. A party may request a stenographic record of the arbitration hearing. At the conclusion of the hearing in making the award, the arbitrator shall state in writing the theories raised by the parties and on which the award is based.

Section 28.7 Attorneys' Fees and Costs. The arbitrator shall have the authority to award actual reasonable attorneys' fees and costs to the prevailing party. An attorneys' fee award shall be calculated based upon the actual reasonable hours spent multiplied by a reasonable hourly rate given the experience and knowledge of the biller, without adjustment for risk, delay or difficulty. An attorneys' fee award must be reasonable under the Washington Rules of Professional Conduct. For purposes of this section, a party is a prevailing party if it recovers the majority of the relief it has claimed, or if it prevents another party from recovering the majority of the relief it has claimed, including the enforcement of this Article 28. It may be appropriate in some cases to determine the prevailing party on a claim by claim basis. In some cases there may be no prevailing party.

Section 28.8 Finality. The decision and award of the arbitrator shall be final and binding and may not be appealed to an arbitration panel or a court. The arbitrator's decision and award and may be entered as a judgment in any state or federal court of competent jurisdiction, and a party may institute judicial proceedings to enforce the arbitration award.

Section 28.9 Applicability of Arbitration Acts. The parties expressly agree that the use, operation, management, development, maintenance, repair and replacement of the Community involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and the Washington Uniform Arbitration Act (Chapter 7.04A RCW) now in effect and as the same may from time to time be amended, to the exclusion of any inconsistent state or local law, ordinance or judicial rule. To the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the rules of the arbitration service shall govern the conduct of the arbitration.

Section 28.10 Applicability of Statutes of Limitations. No Claim can be asserted in arbitration after the date such claim could be asserted in a judicial proceeding under applicable statutes of limitation and repose.

Section 28.11 Enforceability. This Article 28 shall inure to the benefit of, and be enforceable by, the Association, the Board, the Unit Owners and Authorized Users and their respective members, managers, officers, directors, employees, agents, attorneys and insurers. The initiation by any party who reserves the right to arbitrate of a judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder, or the filing of a lis pendens, shall not be deemed a waiver of the right to arbitrate or to enforce this arbitration agreement, and, notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay or refuse to participate in arbitration, or to refuse to enforce this arbitration agreement.

Section 28.12 Severability. If any provision of this Article 28 shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

Section 28.13 Waiver of Right to Judicial Proceedings. Each person subject to this Declaration waives any right it may have to institute a judicial proceeding to decide a Claim, to demand arbitration under chapter 64.50 of the Revised Code of Washington, or to demand a trial de novo after arbitration under chapter 64.50 of the Revised Code of Washington.

Section 28.14 Waiver of Right to Jury Trial. Each person subject to this Declaration waives any right it may have to a jury trial under federal or state law as to any dispute between them arising from or involving a Claim. In addition, if the arbitration provisions of this Article 28 are deemed entirely or partially invalid, void or unenforceable by the arbitrator or a judge, such that the parties are not required to resolve their disputes through binding arbitration for any reason, any and all Claims shall be tried before a judge in a court of competent jurisdiction in the State of Washington in the county where the Community is located, and not before a jury, and all parties waive any right to a trial by jury.

Section 28.15 Survival. The provisions of this Article 28 shall survive the transfer by any party of its interest or involvement in the Community or any Unit and the termination of this Declaration.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE AND NOTARY ON FOLLOWING PAGE]***

**DECLARANT'S SIGNATURE PAGE FOR
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

Date: _____

SSHI LLC, a Delaware limited liability company dba D.R. Horton

By: SHLR of Washington, Inc., a Washington corporation, its sole member

By: _____
Kevin Capuzzi, Seattle Division President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I do hereby certify that Kevin Capuzzi, personally known to me to be the Seattle Division President of SHLR of Washington, Inc., a Washington corporation, the sole member of SSHI LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, appeared before me and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

DATED: _____.



(Print Name) _____
Notary Public for the State of Washington
Residing at: _____
My commission expires: _____

SCHEDULE A
Tahoma Valley Estates

DESCRIPTION OF REAL ESTATE SUBJECT TO DECLARATION

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, 400.96 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LESTER E. BACKUS AND SARA E. BACKUS, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2726585 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE SOUTH LINE OF SAID BACKUS TRACT SOUTH 89°58' EAST 539.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO GILBERT P. ENGER AND MILDRED M. ENGER, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2196240;
THENCE ALONG THE SOUTH LINE OF SAID ENGER TRACT CONTINUING SOUTH 89°58' EAST TO THE CENTERLINE OF COUNTY STREET (HARMAN WAY);
THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 70 FEET;
THENCE SOUTH 65°07'22" WEST 180 FEET;
THENCE SOUTH 27°44" EAST 125 FEET;
THENCE NORTH 65°07'22" EAST 180 FEET TO THE CENTERLINE OF COUNTY STREET HARMAN WAY;
THENCE ALONG SAID CENTERLINE SOUTH 27°44' EAST 45 FEET;
THENCE SOUTH 65°07'22" WEST 424.37 FEET;
THENCE SOUTH 89°51' WEST 800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH ALONG SAID WEST LINE 393.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
EXCEPT COUNTY ROAD;
SITUATE IN THE CITY OF ORTING, COUNTY OF PIERCE, STATE OF WASHINGTON.

APN: 0519322019

SCHEDULE B
Tahoma Valley Estates

(MAINTENANCE RESPONSIBILITY CHART)

UNIT IMPROVEMENT:	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Home and Structures on Unit	Unit Owner	Unit Owner	Unit Owner
Yards, improvements, fencing and landscaping on Unit	Unit Owner	Unit Owner	Unit Owner
Portions of Utility Installations or Private Storm Drainage Facilities serving only one Unit, exclusive of Tract D serving Unit 15	Unit Owner	Unit Owner	Unit Owner
LIMITED COMMON ELEMENT	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Tracts B and C Private Access Areas and for Utilities (Units 22, 25, 28 & 31)	Association	Association- but not any facilities or utilities located thereon maintained by public utilities or the City	Association
COMMON ELEMENTS	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Tract A – Storm Drainage and Pond	Association	Association	Association
Tract D – Private Access/Recreation and Utilities	Association	Association - but not any facilities or utilities located thereon maintained by public utilities or the City	Association: Assessed to all Units
Mail Kiosks	Association	Association	Association: Assessed to all Units
Right-of-Way Landscaping	Association	Association	Association: Assessed to all Units
PUBLIC PROPERTY	OWNED BY:	MAINTAINED BY:	PAID FOR BY:
Street Lighting	Public Utility	Public Utility	Public Utility
Stormwater Facilities located upon Tract A	City	City	City