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AUDITOR, Pierce County, WASHINGTON

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON P.S.
Attn: D. Christian Addicott
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

** re-record to correct legal description*

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LIMERICK PARK**

Grantor:	<u>TPI-SEGUS LIMERICK PARK L.P.</u>
Grantee:	<u>PLAT OF LIMERICK PARK</u>
Legal Description: (complete)	PARCEL .E. OF PIERCE COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 9703100192, RECORDS OF PIERCE COUNTY AUDITOR; SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
<input checked="" type="checkbox"/> Complete legal also on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID No(s):	<u>0317061016</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

116

1
CW TITLE
11-29-12
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When Recorded, Return to:

201211290624 MMCKENZ 44 PGS
11/29/2012 03:32:18 PM \$115.00
AUDITOR, Pierce County, WASHINGTON

HILLIS CLARK MARTIN & PETERSON

P.S.

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<input checked="" type="checkbox"/> Complete legal also on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID No(s):	<u>0317061016</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>



STATE OF WASHINGTON, County of Pierce
ss: I, Julie Anderson, of the above
entitled county, do hereby certify that this
forgoing instrument is a true and correct copy
of the original now on file in my office.
IN WITNESS WHEREOF, I hereunto set my
hand and the Seal of Said County.

By: *Julie Anderson* Deputy
Date: 1-8-12

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EXHIBIT A LAND INITIALLY SUBMITTED

EXHIBIT B INITIAL DESCRIPTION OF COMMON AREAS

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LIMERICK PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is dated for reference purposes November 27, 2012, and is made by **TPI-SEGUS LIMERICK PARK L.P.**, a Washington limited partnership ("*Declarant*").

ARTICLE 1. CREATION OF THE COMMUNITY

All property described in **EXHIBIT A**, together with any additional property made subject to this Declaration pursuant to Section 9.5 below, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. Except as otherwise specifically provided, this Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns.

ARTICLE 2. DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows.

2.1. "Articles of Incorporation" or "Articles": The Articles of Incorporation of Limerick Park Community Association, as filed with the Washington Secretary of State.

2.2. "Association": Limerick Park Community Association, a Washington non-profit corporation its successors or assigns.

2.3. "Base Assessment": Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

2.4. **"Board of Directors" or "Board"**: The body responsible for administration of the Association, selected as provided in the Bylaws and serving as the board of directors under Washington corporate law.

2.5. **"Builder"**: Any Person who purchases one or more Lots or any portion of the Property for the purpose of constructing improvements for later resale to consumers; provided, however, that under no circumstances shall Declarant be deemed a Builder.

2.6. **"Bylaws"**: The Bylaws of Limerick Park Community Association.

2.7. **"Class B Control Period"**: The period of time during which the Class B Member is entitled to appoint a majority of the members of the Board. The Class B Control Period expires upon the first to occur of the following:

- (a) when 75% of the total number of Lots within the property described in EXHIBIT A have been conveyed to Class A Members who are not Builders;
- (b) December 31, 2022; or
- (c) when, in its discretion, the Class B Member so determines.

2.8. **"Common Areas"**: All real and personal property, including easements, that the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including, without limitation, recreation, sensitive area and open space tracts and other property conveyed to the Association by Declarant including, without limitation, those areas and facilities described on the attached EXHIBIT B.

2.9. **"Common Expenses"**: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.10. **"Community-Wide Standard"**: The standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of the Property change.

2.11. **"Declarant"**: TPI-Segus Limerick Park, a Washington limited partnership, or any successor or assign who takes title to any portion of the property described in EXHIBIT A for the purpose of development and/or sale and who is designated as Declarant in a recorded instrument executed by the immediately preceding Declarant.

2.12. "Design Guidelines": Any design guidelines and review procedures that may be adopted pursuant to Article 4.

2.13. "Design Review Committee" or "DRC": The committee of the Association appointed by Declarant during the Class B Control Period and the Board thereafter to accept and review applications from owners for improvements to be constructed within the Property. Notwithstanding any other terms or conditions of this Declaration, the DRC shall be comprised of one representative each from Declarant and each Builder within the Community, with all decisions of the DRC to be made by majority vote.

2.14. "Governing Documents": A collective term referring to this Declaration, the Bylaws, the Articles, the Design Guidelines (if any), and the Rules (if any), as each may be amended.

2.15. "Initial Assessment Date": The date on which the liability for assessment for a Lot initially commences, and shall be:

(a) the first day of the month following the recording date of a deed or other conveyance of such Lot to the first Owner thereof (other than Declarant or any Builder); or

(b) as to any Lot acquired from Declarant by a Builder for the purpose of development and resale, the earlier of (i) the first day of the month following the recording date of the deed or other conveyance of such Lot to the first Owner thereof by such Builder, or (ii) the expiration of the six (6) month exemption period provided in Subsection 8.6(d); or

(c) as to Declarant, the date on which the Class B Control Period ends.

2.16. "Lot": A portion of the Property, whether improved or unimproved, that may be independently owned and is intended for development, use and occupancy as a single-family residence. The term shall refer to the land that comprises the Lot as well as any improvements thereon.

2.17. "Member": A Person subject to membership in the Association pursuant to Section 6.2.

2.18. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

2.19. "Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract

specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.20. "Plat": The recorded plat of Phase 1 of Limerick Park as set forth in EXHIBIT C, together with any other plat of any future Phase of the Property later recorded or any plat made subject to this Declaration pursuant to Section 9.5 below.

2.21. "Person": A natural person, a corporation, a partnership, a trustee or any other legal entity.

2.22. "Phase": Any portion of Limerick Park that is segregated and activated by Declarant's filing for recording a Plat that creates Lots or common areas.

2.23. "Property": The real property described in EXHIBIT A, together with any additional property made subject to this Declaration pursuant to Section 9.5 below.

2.24. "Rules": Board-adopted rules which establish administrative procedures for the Association and operating procedures for the Common Areas.

2.25. "Special Assessment": An assessment levied in accordance with Section 8.3.

2.26. "Specific Assessment": An assessment levied in accordance with Section 8.4.

2.27. "Limerick Park": The residential development comprised of all property subjected to this Declaration.

ARTICLE 3. USE AND CONDUCT

3.1. General Use Restrictions.

The Property shall be used only for residential, recreational and related purposes.

3.2. Restricted Activities.

The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(a) **Parking.** Except in relation to Builder activities, parking of commercial vehicles (even if owned by the Owner or occupant of the Lot), recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided that such operable vehicles may be parked outside for a reasonable period between 7:00 a.m. and 9:00 p.m. for purposes of loading and unloading. Guest recreational vehicles may be parked outside for up to 48 hours if registered with the Association in accordance with

rules adopted by the Board; provided, that no such recreational vehicle shall obstruct the flow of traffic, impede pedestrians or block driveways or mailboxes. No Owner or occupant of a Lot shall be permitted to store or park vehicles on any street within the Community. The permitted vehicles of an Owner and the occupants of any Lot shall be parked only in the garage or driveway of such Lot. No vehicle shall be parked on the sidewalk. This provision shall not restrict the parking of police or other emergency vehicles or van pool or similar ride-sharing vehicles.

(b) **Vehicle Repair.** Storing, repairing, or maintaining vehicles or equipment of any type on any part of a Lot except in an enclosed garage.

(c) **Pets.** Dogs, cats, and other conventional household pets ("**Pets**") may be kept on a Lot, but not for commercial breeding or other commercial purposes. However, Pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the Pet owner fails to honor such request, the Board may remove the Pet. Pets shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and Owners shall pick up after their Pets.

(d) **Signage.** Signage, billboards or advertising of any kind, except political signage in accordance with Section 3.4(b) below, may not be displayed on any Lot to public view except for (i) traffic and directional signage established by the Declarant or the Board; (ii) signs that are required for legal proceedings; (iii) during the time of construction of any dwelling, one job identification sign, the size and design of which shall be subject to approval by the DRC; (iv) signs, billboards or other advertising devices used by the Declarant or any builder of a dwelling on a Lot in connection with the development, marketing, advertising, sale or rental of such dwelling; and (v) one sign on a Lot which is not more than five (5) square feet and which advertises the Lot for sale or rent. Declarant may maintain marketing signage at the entrance to the Property and in any other location within the Property until all of the Property is platted and all Lots in the community are sold to Owners who are not also Builders.

(e) **Improvements not in Compliance with Design Guidelines.** Any construction, erection, placement, or modification of anything, permanently or temporarily, on the exterior portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article 4 of this Declaration. This shall include, without limitation, signs, swing sets and similar sports and play equipment; clotheslines; fountains; lawn statuary; flagpoles; above-ground swimming pools and spas; dog runs; or fences of any kind.

(f) **Satellite Dishes.** Satellite dishes and antennas, provided, however, that standard TV antennas and satellite dishes one meter in diameter or less shall be permitted. Any such permitted over-the-air reception devices shall comply with the

Design Guidelines or other applicable use restrictions adopted by Declarant or the Association pertaining to the means, method and location of their installation.

(g) **Outside Storage.** Storage of items outside of an Owner's dwelling or enclosed garage, including portable play equipment and temporary storage bins; provided, however, that such items may be kept in the backyard or side yard of the Owner's Lot if screened from view from the street by fencing or landscaping.

(h) **Commercial Activities.** Commercial or business activities within the Lot unless in compliance with the conditions set forth in Section 3.4(d).

(i) **Garbage.** Garbage and recycling containers not kept inside the garage of the Lot or behind a fence or enclosure, screened from view from the street, except on the day of collection.

3.3. Prohibited Conditions.

The following shall be prohibited within the Property:

(a) **Noxious Plants, etc.** Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property.

(b) **Dilapidated Items.** Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair.

(c) **Firearms.** The discharge within the Property of any firearms, whether for hunting, target practice or any other purpose.

3.4. Protection of Owners and Others.

Use restrictions set forth in this Declaration or in any amendment and all Rules shall comply with the following provisions:

(a) **Similar Treatment.** Similarly situated Owners shall be treated similarly.

(b) **Displays.** The rights of Owners to display (i) the flag of the United States in accordance with RCW 64.38.033, (ii) political yard signs in accordance with RCW 64.38.034, or (iii) religious and holiday signs, symbols and decorations on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods, except that such shall be consistent with local ordinances. The Association may adopt reasonable Rules with respect to any displays visible from outside the dwelling. Seasonal holiday displays may be installed up to 30 days before the date of holiday and must be removed within 20 days after the holiday.

(c) **Activities Within Dwellings.** No use restriction shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(d) **Household Occupations.** No use restriction may interfere with the rights of an Owner or occupant residing in a Lot to conduct business activities within the Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion; (iii) the business activity is allowed by applicable ordinances; (iv) the business activity does not result in more than three commercial vehicles visiting the Lot per week; and (v) the business activity does not involve the use of more than 25% of the Lot's total residential floor area.

(e) **Reasonable Rights to Develop.** No use restriction, rule, regulation or action by the Association or Board shall unreasonably impede Declarant's right to develop Limerick Park.

ARTICLE 4. IMPROVEMENTS AND LANDSCAPING

4.1. General.

No structure or thing shall be placed, erected or installed upon any Lot within the Property and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements or planting or removal of landscaping) shall take place within the Property, except in compliance with this Article and any Design Guidelines that may be adopted by the DRC.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of such Owner's dwelling without approval. However, modifications to the interior of screened porches, patios and similar portions of a dwelling that are visible from outside the structure and modifications to enclose garages as living space shall be subject to approval.

All dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer unless otherwise approved by the DRC.

This Article 4 shall not apply to Declarant's activities, nor to the Association's activities during the Class B Control Period.

4.2. Design Review.

(a) **Purpose of Review.** Each Owner, by accepting ownership of a Lot, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article ("**Work**") shall be commenced on such Owner's Lot unless and until the DRC has given its prior written approval for such Work.

During the Class B Control Period, Declarant may, in its sole discretion, designate those Persons who shall serve as members of the DRC in reviewing applications hereunder. Members of the DRC appointed by Declarant may include architects, engineers or other persons who may or may not be Members of the Association. Any such appointment shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to Declarant's right to revoke such appointment at any time.

(b) **Board-Appointed DRC.** Upon expiration or termination of Declarant's rights under this Article to appoint the DRC, the Association, acting through the DRC, shall assume jurisdiction over matters described in this Article 4. The DRC, when appointed by the Board, shall consist of at least three Persons who shall serve and may be removed and replaced in the Board's discretion. The members of the DRC need not be Members of the Association, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The DRC may be broken into or may form subcommittees to preside over particular areas of review. Any reference herein to the DRC should be deemed to include a reference to any such subcommittee.

(c) **DRC Fees; Assistance.** DRC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers or other persons as deemed necessary to perform the review.

4.3. Guidelines and Procedures.

(a) **Design Guidelines.** The Declarant-appointed DRC may prepare initial Design Guidelines. The Design Guidelines are not the exclusive basis for decisions of the DRC and compliance with the Design Guidelines does not guarantee approval of any application.

(b) **Amendment of Design Guidelines.** The Declarant-appointed DRC shall have sole and full authority to amend the Design Guidelines as long as Declarant or any Builder owns any portion of the Property. Upon termination or delegation of Declarant's right to appoint the DRC, the Board-appointed DRC shall have the authority to amend the Design Guidelines only with the consent of the Board. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

(c) **Plans.** No Work shall commence on any portion of the Property until an application for approval has been submitted to and approved by the DRC. Such application shall include submittal of two sets of plans and specifications ("Plans") showing site layout, structure design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of proposed construction, as applicable. The Design Guidelines and the DRC may require the submission of such additional information as may be reasonably necessary to consider any application.

(d) **DRC Considerations.** In reviewing each submission, the DRC may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations.

(e) **Response.** The DRC shall respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The DRC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. In the event that the DRC fails to respond within 30 days, approval shall be deemed to have been given.

(f) **Delay in Commencement of Construction.** If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the DRC grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

4.4. Variances.

The DRC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the DRC from denying a variance in other circumstances.

4.5. Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the DRC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwelling are of comparable quality, value or size or of similar design.

Declarant, the Association, the Board, any committee or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, or any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Board, the DRC and any members thereof shall be defended and indemnified by the Association as provided in herein

4.6. Building and Land Use Restrictions.

(a) **Permits.** No Work shall be started on any Lot unless the Owner has first obtained all necessary permits from any governmental agency with jurisdiction.

(b) **Permanent Construction.** All improvements constructed on a Lot shall be permanent construction. No temporary building, trailer, mobile home, tent, garage, outbuilding or other non-permanent structure shall be placed on any Lot; provided, however, that the DRC may authorize a temporary structure on a Lot during the construction of a dwelling thereon. Any such temporary structure may not remain on the Lot more than six months after the start of construction.

(c) **Height and Size.** No dwelling constructed within the Property shall be more than two stories high above the highest reasonable finished grade of the Lot adjacent to the dwelling. The dwelling on each Lot shall have at least 1,200 square feet of enclosed area devoted to living purposes (i.e., exclusive of garage areas).

(d) **Setback Requirements.** All improvements constructed on a Lot shall comply with setback requirements established by any applicable code or ordinance as of the commencement of construction.

(e) **Fencing and Screening.** No fence, wall, hedge or mass planting functioning as a hedge shall be permitted on a Lot if it is nearer to any street than a building could be permitted under Section 4.6(d) above. Notwithstanding the foregoing, nothing shall prevent the erection of (i) a retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall and (ii) decorative walls, fences and mass plantings which are maintained to be no higher than three (3) feet and which have been approved by the DRC as to appearance prior to installation. In no event shall any fence, wall, hedge or mass planting on any Lot exceed six (6) feet in height above the ground. In no event shall any chain-link fencing be permitted on any Lot.

Owners shall be responsible for the maintenance and repair of fencing on their Lots including, without limitation, any perimeter fencing of the Property. Any failure of an Owner to perform such maintenance and repair shall be subject to enforcement action by the Association including, without limitation, performance of such maintenance and repair by the Association at the cost of the Owner in accordance with Section 7.4 below.

(f) **Wires.** No lines or wires for utilities, communication or other purposes shall be constructed, placed or permitted within the Property outside of any structure on a Lot unless such lines and wires are underground or in a conduit attached to a structure and painted to match the exterior of the structure in order to minimize its appearance.

(g) **General Appearance.** The exterior of any structure constructed on a Lot shall be completed in materials approved by the DRC for exterior finish. Each improved Lot shall be graded to present a reasonably harmonious transitional appearance from Lot to Lot. Each Lot shall conform to the landscaping requirements of this Declaration. The general appearance of a structure on a Lot shall be substantially comparable to existing structures on Lots in the vicinity of such Lot.

4.7 Landscaping.

Prior to the occupancy of any dwelling constructed on a Lot, the front yard of the Lot shall be landscaped while the rear side yards shall be kept in an orderly and slightly manner. The Lot shall be fully landscaped within one year after occupancy of the dwelling constructed thereon. However, if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within such time period, the time for completion of the landscaping may be extended by the DRC for a period of 60 days after weather conditions and ground conditions are reasonable for landscaping. Any dispute over the time period when weather or ground conditions are not reasonable

for landscaping shall be determined by the DRC, which determination shall be binding. Nothing herein shall preclude landscaping which utilizes natural vegetation, provided that noxious wild weeds and plants are prohibited on any Lot. The Owner of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot.

ARTICLE 5. MAINTENANCE AND REPAIR

5.1. Maintenance of Common Areas; Street Lighting.

The Association shall maintain the Common Areas as described in Section 7.2. In addition, the cost of operation and maintenance of the street lighting system installed by the Declarant, including without limitation, the cost of electricity for the system, shall be a Common Expense of the Association.

5.2. Maintenance of Roadways.

The Association shall maintain all roadways and sidewalks as part of the Common Areas. In addition, the cost of maintenance and clearing of all roadways and sidewalks shall be a Common Expense of the Association.

5.3. Maintenance of Lots.

Each Owner shall maintain the Owner's Lot and all landscaping and improvements comprising the Lot in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. Each Owner shall also be responsible for maintaining and irrigating the landscaping as well as maintaining and, if required, replacing the street trees, all of which lie within that portion of any adjacent public right-of-way lying between the Lot boundary and any curb located on the public right-of-way adjacent to the Lot boundary.

Each Owner shall maintain in proper working order all roof drains and area storm drains serving the Owner's Lot and shall ensure that the water from those drains flows into the storm drainage system installed to serve the Property. Each Owner is prohibited from restricting, altering, or otherwise impairing the natural water flow in a manner such that any other Lot or Common Area is damaged, flooded, or otherwise made subject to excessive run-off of water.

5.4. Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement as necessary to maintain the Property to a level consistent with the Community-Wide Standard. Repair

and replacement may include improvement if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on the Owner's Lot, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 4. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE 6. THE ASSOCIATION AND ITS MEMBERS

6.1. Function of Association.

The Association is the entity responsible for management, maintenance, repair, operation and control of the Common Areas. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents, applicable ordinances and Washington law.

6.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3. Voting.

The Association shall have two classes of membership, Class A and Class B.

(a) **Class A.** Class A Members shall be all Owners except the Class B Member, if any. Class A Members shall have one vote for each Lot which they own.

(b) **Class B.** The sole Class B Member shall be Declarant. The Class B Member may appoint a majority of the members of the Board of Directors during the Class B Control Period, as specified in the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents. Upon termination of the Class B Control Period, Declarant shall be a Class A Member entitled to Class A votes for each Lot which it owns.

(c) **Exercise of Voting Rights.** Members may exercise voting rights as set forth in the Bylaws. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

ARTICLE 7. ASSOCIATION POWERS AND RESPONSIBILITIES

7.1. Acceptance and Control of Association Property.

The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in EXHIBIT A. The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association and any obligations or conditions appurtenant to such property.

7.2. Maintenance of Common Areas.

The Association shall maintain, in accordance with the Community-Wide Standard, the Common Areas. The costs associated with maintenance, repair, monitoring and replacement of the Common Areas including neighborhood improvements such as roadways, sidewalks, and mailboxes shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Areas pursuant to this Declaration, other recorded covenants or agreements.

7.3. Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Commercial general liability insurance insuring the Association and its Members with limits of (if generally available at reasonable cost,

including primary and any umbrella coverage) at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage or such additional coverage and higher limits which a reasonably prudent person would obtain;

(ii) Directors' and officers' liability coverage; and

(iii) Such additional insurance as the Board, in its business judgment, determines advisable.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

All insurance coverage obtained by the Board shall be written with a company authorized to do business in Washington which satisfies the requirements of any secondary mortgage market agencies or federal agencies as the Board deems appropriate.

7.4. Compliance and Enforcement.

Every Owner and occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspending an Owner's right to vote;

(c) suspending any Person's right to use any Common Areas; provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(d) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(e) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article 4 and to restore the Lot 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;

(f) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article 4 and the Design Guidelines from continuing or performing any further activities in the Property; and

(g) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition to any other enforcement rights, if an Owner fails properly to perform the Owner's maintenance responsibility, the Association may record a notice of violation and/or enter the Lot to perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

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 prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action that the covenant, use restriction, or Rule and Regulation being enforced is, or is likely to be construed as, inconsistent with applicable law; or that it is not in the Association's interest, based upon hardship, expenses, or other reasonable criteria to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, use restriction, or Rule and Regulation.

While conducting the Association's business affairs, the Board shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and its Members. In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall

exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

7.5. Indemnification of Officers, Directors and Others.

Subject to Washington law, the Association shall indemnify every officer, director and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Washington law.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.6. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

7.7. Relations with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with other associations, properties or facilities for maintaining and/or operating shared or mutually beneficial properties or facilities. Without limiting the foregoing, the adjacent Lachamas Valley development uses the same main entrance and boulevard as The Owners and Association, and it is anticipated that the Association will enter into an agreement with the Lachamas Valley homeowners association that will provide for the maintenance, repair, and operating costs of the main gate, community sign, its

surrounding landscape and irrigation to be shared between the Association and Lachamas Valley homeowners association on a per-housing unit basis.

ARTICLE 8. ASSOCIATION FINANCES

8.1. Budgeting and Allocating Common Expenses.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.5.

The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment under Section 8.5 to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

Within 30 days after the adoption of a final budget by the Board, the Board shall send to each Owner a copy of the final budget, notice of the amount of the Base Assessment to be levied pursuant to such budget, and notice of a meeting to consider ratification of the budget. Such meeting shall be held not less than 14 nor more than 60 days from the mailing of such materials. The budget and assessment shall be ratified unless disapproved at a meeting by Members representing at least 75% of the total Class A votes in the Association and by the Class B Member, if such exists. Such ratification shall be effective whether or not a quorum is present.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

8.2. Budgeting for Reserves.

The Board shall, in accordance with the requirements of the Washington Homeowners' Association's Act, RCW ch. 64.3, prepare and periodically review a reserve budget for the Common Areas. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

8.3. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members (if a Common Expense) representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class B Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4. Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section 8.4.

8.5. Authority to Assess Owners; Time of Payment.

Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. After the Board first determines a budget and levies assessments, the obligation to pay assessments shall commence as to each Lot on the first day of the first month after the Lot is first conveyed to an Owner by Declarant, except as otherwise provided herein. The first annual Base Assessment, if any, levied on each Lot shall be adjusted according

to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Declarant shall not be obligated to pay assessments on any unsold Lots.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.6. **Obligation for Assessments.**

(a) **Personal Obligation.** Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Washington law), late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

(b) **Failure to Assess.** Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

(c) **No Exemption.** No Owner is exempt from liability for assessments by non-use of Common Areas, abandonment of the Owner's Lot, or any other means except as provided in Subsection 8.6(d) below. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or setoff may be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

(d) **Builder Exemption Period.** A Builder shall be exempt from assessment for any Lot hereunder until the earlier of: (i) six (6) months after conveyance of such Lot to Builder by Declarant, or (ii) the first day of the month following the

recording date of the deed or other conveyance of such Lot to the first Owner thereof by Builder.

8.7. Lien for Assessments.

The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Washington law) and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior and (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.5, including such acquirer, its successors and assigns.

8.8. Exempt Property.

All Common Areas and any property dedicated or conveyed to and accepted by any governmental entity or public utility shall be exempt from payment of Assessments. Unsold Lots and portions of the Property that are not yet subject to a plat owned by the Declarant shall be exempt from payment of Assessments; provided, however, that at such time as the Lot is conveyed to an Owner by Declarant, assessments shall commence pursuant to Section 8.5 above, unless the Owner is a Builder, in which case assessments shall commence pursuant to Section 8.6(d) above.

8.9. Capitalization of Association.

Upon conveyance of a Lot to the first Owner thereof other than Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

ARTICLE 9. ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Marketing and Sales Activities.

Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Areas and upon any Lot such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, job shacks, equipment storage containers, portable restrooms, signs, model units, customer parking areas and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities and shall not be subject to fees or rental charges.

9.2. Right to Develop.

Declarant and its employees, agents and designees and Builders authorized by Declarant shall have a right of access and use and an easement over and upon all of the Common Areas for the purpose of making, constructing and installing such improvements to the Common Areas as it deems appropriate in its sole discretion, so long as such improvements are not inconsistent with the permitted uses and purposes of the Common Areas.

9.3. Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed and recorded by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

9.4. Easement to Inspect and Right to Correct.

(a) Declarant reserves for itself and such other Persons as it may designate perpetual non-exclusive easements throughout the Property to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, or correcting any portion of the Property, including Lots and the Common Areas.

(b) Entry onto a Lot shall be after reasonable notice, except in an emergency. Entry into a structure on a Lot shall be only after Declarant notifies the Lot's Owner and agrees with the Owner regarding a reasonable time to enter the structures on such Lot to perform such activities; provided, however, that if entry is required due to a security alarm which has not been silenced after two hours, Declarant or the Association may enter the Lot to silence the alarm if good faith effort has been made to notify the Owner.

(c) Any damage to a Lot or the Common Areas resulting from the exercise of the easement or right of entry described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement right. The exercise of these easements shall not unreasonably interfere with the use of any Lot and entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

9.5. Withdrawal or Addition of Property; Increase in Number of Lots or Change of Lots.

Declarant proposes to develop the Property in Phases. Declarant shall not be bound to make or have made any specific additions or improvements to the Property or to create any specific Common Areas except to the extent required by any recorded Plat for any particular Phase. Declarant reserves the right not to activate any Phase and to remove portions of Property not subject to a Plat from this Declaration as detailed below.

Declarant reserves the right at any time within ten (10) years following the recording of this Declaration to amend this Declaration or file a supplemental declaration for the purposes of (i) removing any portion of the Property which has not yet been platted or improved with structures from the coverage of this Declaration, (ii) subjecting additional property to this Declaration and making such property part of the Property, (iii) establishing additional Lots from Common Areas or from adjacent properties in accordance with then-applicable zoning regulations, or (iv) modifying the boundaries of any Lot. Such amendments shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn or added, if applicable, if not Declarant. If the property is Common Area, the Association must consent to such withdrawal, but no such consent shall be required for the addition of property, the creation of additional Lots, or the modification of Lot boundaries, regardless of whether such modification reduces the size or configuration of Common Areas.

Any supplemental declaration recorded by Declarant for the purpose of expansion of the Community may subject all or any portion of such additional property to additional covenants, restrictions, conditions or easements. Furthermore, any such supplemental declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the additional property in order to reflect the different conditions or character of such property. Following the recording of any such supplemental declaration, Declarant shall provide a copy thereof to the Association.

ARTICLE 10. EASEMENTS AND RESTRICTIONS

10.1. Easements in Common Areas.

Declarant grants to each Owner a nonexclusive right and easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to (i) adopt Rules governing the use and enjoyment of the Common Areas; (ii) suspend the right of an Owner to use the Common Areas for any period during which any charge against such Owner's Lot remains delinquent; (iii) dedicate or transfer all or any part of the Common Areas, subject to such approval requirements as may be set forth in this Declaration; and (iv) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the approval requirements contained in this Declaration.

10.2. Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Areas and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

10.3. Easements for Utilities.

- (a) **Installation and Maintenance.** Declarant reserves for itself, so long as Declarant or any Builder owns any of the Property, on behalf of itself, its nominees, successors and assigns, perpetual non-exclusive easements throughout the

Property (but not through a structure) to the extent reasonably necessary for the purpose of (i) installing utilities and infrastructure to serve the Property, walkways, pathways and trails, drainage systems, landscape improvements, street lights and signage on property which Declarant or any Builder owns or within public rights-of-way or easements reserved for such purpose on recorded plats; and (ii) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described herein.

(b) **Specific Easements.** Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any portion of the Property. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

10.4. Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

ARTICLE 11. MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

11.1. Subordination of Lien to Mortgages.

The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage on such Lot that was made in good faith and for value and that was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any mortgage or deed of trust pursuant to a decree of foreclosure or nonjudicial sale thereunder shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

11.2. Reimbursement of First Mortgagees.

First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

11.3. Notification of First Mortgagee.

If a first Mortgagee has requested such notice in writing from the Association, the Board shall notify such Mortgagee of any individual Lot of any default in performance of this Declaration by the Owner which is not cured within 60 days after notice of default to the Owner.

11.4. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

ARTICLE 12. CHANGES IN OWNERSHIP OF LOTS

Any Owner desiring to sell or otherwise transfer title to such Owner's Lot shall give the Board at least 7 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

ARTICLE 13. CHANGES IN COMMON AREAS

13.1. Condemnation.

If any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 75% of the total Class A votes in the Association and of the Class B Member, if such exists), by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Areas on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Areas to the extent available, unless within 60 days after such taking the Class B Member, if such exists, and Members representing at least 75% of the total Class A vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.

If the taking or conveyance does not involve any improvements on the Common Areas, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

13.2. Partition.

Except as permitted in this Declaration, the Common Areas shall remain undivided, and no Person shall bring any action partition of any portion of the Common Areas without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

13.3. Transfer or Dedication of Common Areas.

The Association may transfer, dedicate, or grant easements over portions of the Common Areas to Pierce County, or to any other local, state or federal governmental or quasi-governmental entity without a vote of the Owners.

ARTICLE 14. AMENDMENT OF DECLARATION

14.1. By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of the first Lot to a Person other than a Builder, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac), to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

In addition, so long as Declarant or any Builder owns any portion of the Property, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner or unless such Owner shall consent in writing.

14.2. By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 67% of the total Class A votes in the Association other than Declarant, and the Class B Member, if such exists. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

14.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent (or the written consent of the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE 15. MISCELLANEOUS.

15.1. Duration.

This Declaration shall be enforceable by Declarant, the Association, any Owner and their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. If, however, the period for the enforcement of covenants running with the land is limited by law, the Declaration shall be enforceable as provided above for a period of 50 years. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then Owners has been recorded within the year preceding any extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified in such instrument.

15.2. Severability.

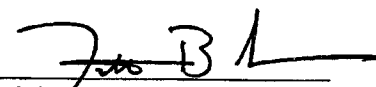
If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date and year first written above.

DECLARANT:

TIP-SEGUS LIMERICK PARK L.P.,
a Washington limited partnership

By: Thomas Strategic Group Limerick Park LLC,
a Washington limited liability company,
its General Partner

By: 
Matthew Barlee
Its Manager

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that Matthew Barlee is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of Thomas-Strategic Group Limerick Park LLC, a Washington limited liability company, in its capacity as General Partner of TPI-SEGUS LIMERICK PARK L.P., a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26th day of ~~NOVEMBER~~ 2012.

Jeremy M. Walden
Barrister & Solicitor
Third Floor, Burnes House
26 Bastion Square
Victoria, B.C. V8W 1H9

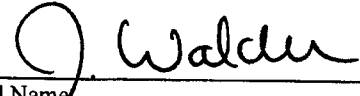

Printed Name _____
NOTARY PUBLIC, residing at _____
My Commission Expires _____

EXHIBIT A

LAND INITIALLY SUBMITTED

PARCEL .E. OF PIERCE COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING
NO.
9703100192, RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

INITIAL DESCRIPTION OF COMMON AREAS

The following are the initial Common Areas subject to maintenance by the Association. (Additional Common Areas may be designated by Declarant or the Association pursuant to this Declaration.)

1. All landscape, irrigation, and fixtures located within Tracts A and B as described in Exhibit C.
2. All sidewalks within defined limits of the Property.
3. All roadways within defined limits of the Property.
4. All street lighting, street signage, and mailboxes within defined limits of the Property.
5. Fencing and signs constructed on the lines between any Common Area tract administered and maintained by the Association and the abutting Lots.
5. Planter islands (if any) within the cul-de-sacs, entrance landscaping and entrance monument or signage for the Property.

EXHIBIT C

[Attach recorded Plat.]

LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, SUBDIVISION GUARANTEE, ORDER NUMBER 4374425)

PANEL 1: BOUNDARY LINE ADJUSTMENT 873100192, ACCORDING TO THE MAP THEREOF RECORDED MARCH 10, 1997, RECORDS OF PIERCE COUNTY AS FOLLOWS:

TOGETHER WITH THAT CERTAIN PRIVATE ROAD AND UTILITIES EASEMENT BEING 10 FEET IN WIDTH, DELINEATED AS 32ND AVENUE SOUTH ON THE EAST OF LACAMAS VALLEY ESTATES DIVISION ONE, ACCORDING TO PLAT RECORDED JUNE 24, 1997 UNDER RECORDING NUMBER 970740285, IN PIERCE COUNTY, WASHINGTON.

ALSO TOGETHER WITH THAT CERTAIN PRIVATE ROAD AND UTILITIES EASEMENT BEING 80 FEET IN WIDTH, DELINEATED AS 283RD STREET SOUTH ON THE EAST OF LACAMAS VALLEY ESTATES DIVISION THREE, ACCORDING TO PLAT RECORDED UNDER RECORDING NUMBER 20000285000, IN PIERCE COUNTY, WASHINGTON.

(PARCEL 1) LEGAL DESCRIPTION PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 0703100192, RECORDED HEREON AT THE REQUEST OF THE PIERCE COUNTY ASSESSOR'S OFFICE, THE BEARINGS CONTAINED IN THIS DESCRIPTION SHOULD BE ROTATED 0.95836° CLOCKWISE TO CONVERT TO PLAT BASIS OF BEARING.

ALL THAT PORTION OF GOVERNMENT LOTS 5, 6, 8, AND 9, THE NORTH HALF OF GOVERNMENT LOT 7, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, GEORGE DEAN D.L.C. NO. 37, AND MILTON P. CLUTE D.L.C. NO. 38, ALL IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°21'56" EAST 1273.90 FEET TO THE TRUE POINT OF BEGINNING BY THIS DESCRIPTION; THENCE SOUTH 13°12'14" WEST 223.03 FEET; THENCE SOUTH 38°07'08" WEST 118.33 FEET; THENCE SOUTH 08°11'40" EAST 421.79 FEET; THENCE SOUTH 08°56'56" WEST 378.91 FEET; THENCE SOUTH 05°44'01" EAST 441.88 FEET; THENCE SOUTH 27°42'38" WEST 15.871 FEET; THENCE SOUTH 70°17'40" WEST 63.84 FEET; THENCE SOUTH 42°02'23" EAST 720.53 FEET; THENCE SOUTH 07°48'26" WEST 1048.35 FEET; THENCE SOUTH 49°48'19" EAST 218.38 FEET; THENCE SOUTH 11°57'44" WEST 374.85 FEET; THENCE SOUTH 19°38'30" EAST 120.78 FEET; THENCE SOUTH 85°41'45" EAST 300.03 FEET; THENCE SOUTH 11°50'41" EAST 200.90 FEET TO AN EXISTING FENCE LINE, THENCE NORTH 28°21'45" EAST 587.50 FEET ALONG SAID FENCE LINE, THENCE CONTINUING ALONG SAID FENCE LINE NORTH 78°24'50" EAST 736.20 FEET, THENCE CONTINUING ALONG SAID FENCE LINE NORTH 28°49'57" EAST 736.71 FEET; THENCE NORTH 28°49'49" EAST 705.97 FEET, MORE OR LESS, TO A POINT 560 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 10, WHEN MEASURED ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 8 & 9, ALSO BEING THE SOUTH LINE OF MILTON P. CLUTE D.L.C. NO. 38; THENCE ALONG THE SOUTH LINE OF SAID MILTON P. CLUTE D.L.C. NO. 38 SOUTH 89°18'10" EAST 1985.13 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID EAST LINE NORTH 02°57'41" WEST 1885.89 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF SAID SECTION 6 NORTH 88°21'56" WEST 3628.42 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE GEORGE DEAN D.L.C. NO. 37 AND MILTON P. CLUTE D.L.C. NO. 38 IN SECTION 06, TOWNSHIP 17 NORTH, RANGE 3 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 06, THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°21'56" EAST 1273.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 13°12'14" WEST 223.03 FEET; THENCE SOUTH 38°07'08" WEST 118.33 FEET; THENCE SOUTH 08°11'40" EAST 421.79 FEET; THENCE SOUTH 08°56'56" WEST 378.91 FEET; THENCE SOUTH 07°30'50" WEST 347.61 FEET; THENCE SOUTH 00°57'41" EAST 389.24 FEET; THENCE SOUTH 10°11'58" EAST 180.15 FEET; THENCE SOUTH 78°48'45" WEST 164.82 FEET; THENCE NORTH 78°37'35" WEST 171.44 FEET; THENCE SOUTH 00°41'41" WEST 258.05 FEET TO THE SOUTH LINE OF SAID MILTON P. CLUTE D.L.C.; THENCE ALONG SAID SOUTH LINE SOUTH 89°18'10" EAST 900.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 06; THENCE ALONG SAID EAST LINE NORTH 02°57'41" WEST 1885.89 FEET TO THE NORTHEAST CORNER OF SAID SECTION 06; THENCE ALONG THE NORTH LINE OF SAID SECTION 06, NORTH 88°21'56" WEST 3628.42 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, SITUATE IN PIERCE COUNTY, WASHINGTON.

DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREBY DESCRIBED PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. ALL ROADS ARE PRIVATE AND ARE NOT DEDICATED TO THE PUBLIC. EACH LOT OWNER, WITHIN ALL PHASES OF LIMERICK PARK AND DIVISIONS 1, 2, AND 3 OF LACAMAS VALLEY ESTATES SHALL HAVE AN EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES, AND ANY OTHER PURPOSES NOT INCONSISTENT WITH ITS USE AS A ROADWAY, OVER AND ACROSS ALL THE PRIVATE ROADS SHOWN ON THIS PLAT. THE OWNERS RESERVE THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS. THESE STREETS AND ROADS WILL NOT BE DEDICATED TO PIERCE COUNTY UNTIL SUCH TIME AS THEY ARE CONSTRUCTED TO PIERCE COUNTY STANDARDS, AND AT SUCH TIME AS PIERCE COUNTY DESIRES TO ACCEPT THEM.

WE DEDICATE TO PIERCE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SEWER PIPELINES, MANHOLES AND OTHER APPURTENANT SEWER STRUCTURES, DRYWELLS, OR UNDERGROUND DRAINAGE FACILITIES OVER, UNDER AND ACROSS THE EASEMENT AND/OR PRIVATE ROADS SHOWN ON THE FACE OF THIS PLAT.

WE DEDICATE TO WASHINGTON WATER COMPANY A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF WATER MAINS AND OTHER APPURTENANCES OVER, UNDER AND ACROSS THE PRIVATE ROADS SHOWN ON THE FACE OF THIS PLAT.

REPRESENTATIVE
171-SEVUS LIMERICK PARK, LP
A WASHINGTON LIMITED PARTNERSHIP

ACKNOWLEDGMENT
PROVINCE OF BRITISH COLUMBIA) S.S.

ON THIS 14th DAY OF November 2012 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA, PERSONALLY APPEARED BEFORE ME WILLI WALKER TO BE KNOWN TO BE THE MANAGER OF 171-SEVUS LIMERICK PARK, LP, THE CORPORATION THAT ENTERED INTO THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

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

NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

PRINTED NAME: Jeremy M. Walker
RESIDING AT: Burnside & Sinclair
Third Floor, Burnside House
28 Bastion Square
Victoria, B.C. V8M 1H9

PUBLIC WORKS DEPARTMENT

EXAMINED AND APPROVED WITH THE FOLLOWING CONDITIONS:
PIERCE COUNTY HAS NO OBLIGATION FOR THE MAINTENANCE OR REPAIR OF THE PRIVATE ROADS OR STORM SEWER SYSTEM LOCATED IN THIS PLAT. EACH AND EVERY LOT OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ROADS AND STORM DRAINAGE SYSTEMS ASSOCIATED WITH THE PLAT. THEY WILL ALSO BE COLLECTIVELY RESPONSIBLE FOR CONTROLLING ALL STORM WATER THAT WILL BE CREATED BY THE DEVELOPMENT OF THIS PLAT. PIERCE COUNTY HAS NO OBLIGATION TO ACCEPT THE ROADS IN THIS PLAT FOR DEDICATION OR MAINTENANCE AT ANYTIME. IF THE COUNTY DESIRES TO ACCEPT THE ROADS FOR DEDICATION TO THE ROADS AND ASSOCIATED STORM SEWER SYSTEM SHALL MEET ALL CURRENT DESIGN AND CONSTRUCTION STANDARDS.

For Bill D. King 11-21-12
DIRECTOR, PUBLIC WORKS DEPARTMENT DATE

PLANNING AND LAND SERVICES DEPARTMENT

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED BY THE PIERCE COUNTY PLANNING AND LAND SERVICES DEPARTMENT AND THAT THE PLATTING FEE HAS BEEN PAID.

Wicki M. Diamond 11-21-12
DIRECTOR, PLANNING AND LAND SERVICES DEPARTMENT DATE

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.

Dale Wiseman 11-20-12
ASSESSOR/TREASURER PIERCE COUNTY, WASHINGTON DATE

HEARING EXAMINER

EXAMINED AND APPROVED BY THE HEARING EXAMINER OF PIERCE COUNTY

Jim Heine 11/21/12
PIERCE COUNTY HEARING EXAMINER DATE

AUDITOR

FILED FOR RECORD AT THE REQUEST OF APEX ENGINEERING
THIS 21st DAY OF November 2012 AT 5:24 MINUTES PAST 2 P.M.
RECORDING NUMBER: 20121115202
RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON

W. M. Jensen for Julie Anderson
AUDITOR, PIERCE COUNTY, WASHINGTON \$13800 DATE 11-21-12

SEWER UTILITY NOTES

IS THE SUBJECT PROPERTY WITHIN THE URBAN GROWTH AREA? YES () NO (X)

ALL NEW DEVELOPMENT APPROVED TO UTILIZE INTERIM ON-SITE SEWAGE SYSTEMS AFTER THE EFFECTIVE DATE OF JULY 1, 1993 SHALL CONNECT TO A PERMANENT SEWAGE TREATMENT AND DISPOSAL SYSTEM WHEN THAT SYSTEM BECOMES AVAILABLE, AS DEFINED BY THE APPROPRIATE AGENCIES.

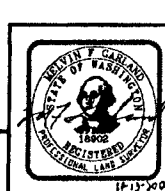
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF LIMERICK PARK PHASE 1 IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION. THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BOUND 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 THEREOF.

W. F. Garland 11/15/2012
MELVIN F. GARLAND, PLS NO. 18802 DATE

- SHEET INDEX
1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
2 NOTES & LOT AREAS
3 BOUNDARY CONTROL
4 EASEMENTS
5 LOT DETAILS (WEST)
6 LOT DETAILS (EAST)
7 TRACT "C"
8 TRACT "D"
9 TRACT "E"

APPLICATION NO.
735050



JOB NO. 26693
Apex Engineering
2801 South 35th Street
Tacoma, Washington 98409-7479
(253) 473-6484 FAX: (253) 473-0960

For reference only, not for re-sale.

LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON

NOTES

1. NOTICE: THIS SITE LIES WITHIN A CRITICAL AREA--WETLANDS AND FISH AND WILDLIFE HABITAT AREAS, AS DEFINED WITHIN TITLE 16B PIERCE COUNTY CODE. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATIONS.

2. THE WETLAND APPROVAL FOR THIS FORMAL PLAT WAS RECORDED AT THE PIERCE COUNTY AUDITOR'S OFFICE ON JUNE 4, 2006, RECORDING NUMBER 20060601032.

3. THE ON-SITE WETLANDS WERE DELINEATED BY THE COOT COMPANY IN 1998, RE-VERIFIED IN AUGUST OF 2004, AND WERE SURVEYED BY APEX ENGINEERING.

4. ALL ROADS ARE PRIVATE WITHIN THIS PLAT.

5. ALL LOTS MUST ACCESS OFF INTERNAL PLAT ROADS.

6. EACH LOT OWNER AND THEIR SUCCESSORS SHALL BE RESPONSIBLE FOR CONTROLLING THE STORMWATER RUNOFF CREATED BY THIS DEVELOPMENT AND, INDIVIDUALLY AND COLLECTIVELY, RESPONSIBLE FOR MAINTAINING THE PROJECT'S STORM DRAIN SYSTEM.

7. ALL LOT OWNERSHIP SHALL INCLUDE THEIR HOLDING PORTIONS OF PROPERTY FOR THE PRIVATE ROAD EASEMENTS AS SHOWN. THE APPLICANT AND/OR ADDING LANDOWNERS AND THEIR SUCCESSORS SHALL CONSTRUCT AND MAINTAIN ALL PRIVATE ROADS AND EASEMENTS FOR THIS PROJECT. BEFORE DEDICATION TO PIERCE COUNTY, THEY SHALL MEET CURRENT STANDARDS OF PIERCE COUNTY.

8. ANY GATE ACCESS A PRIVATE DRIVEWAY, SHARED ACCESS FACILITY OR PRIVATE ROAD MUST BE CONSTRUCTED WITH A VALID BUILDING PERMIT. THE ACCESS, GATE, AND APPURTENANCES MUST BE DESIGNED IN CONFORMANCE WITH PIERCE COUNTY TITLE 17B CONSTRUCTION AND INFRASTRUCTURE REGULATIONS ROAD AND BRIDGE DESIGN AND CONSTRUCTION STANDARDS.

9. NO BUILDING PERMITS WILL BE ISSUED ON ANY LOTS IN THIS SUBDIVISION UNTIL ALL NECESSARY DRAINAGE IMPROVEMENTS, WELLS, SHARED ACCESSES, OR ALLEYS ARE COMPLETED, WITH THE EXCEPTION THAT WADING ITEMS THAT MAY BE DAMAGED DURING HOME BUILDING, (SUCH AS SIDEWALKS, BIO-SHALE LININGS, OR SHOULDER LEVELING-HOOPS) MAY BE FINANCIALLY GUARANTEED.

10. FUTURE DEDICATION OF THE PRIVATE ROADWAY TO PIERCE COUNTY MAY REQUIRE THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY.

11. THE PROPERTY INCLUDED WITHIN THE LEGAL DESCRIPTION CONTAINS A PRIVATE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR SUCCESSORS TO MAINTAIN THE PRIVATE STORM DRAINAGE SYSTEM IN ITS ORIGINALLY DESIGNED CONDITION.

12. ALL LOT CORNERS THAT FELL INTO THE CENTERLINE OF THE ROAD WERE SET OFFSET, ON THE PROPERTY LINE AT THE EDGE OF THE ROAD EASEMENT.

13. FINE FLOW AND/OR PROTECTION REQUIREMENTS SHALL BE DETERMINED AT THE TIME OF APPLICATION FOR BUILDING PERMIT.

14. PRIOR TO THE FINAL BUILDING INSPECTION FOR THE RESIDENCE FOR ALL LOTS, THE APPROVED ENGINEER DRAINAGE PLAN ON FILE SHALL BE INSTALLED BY THE DEVELOPER, OWNER, OR BUILDER AND SHALL BE INSPECTED BY THE APPLICANT'S RETAINED ENGINEER OR THE DEVELOPMENT ENGINEERING INSPECTOR FOR COMPLIANCE WITH THE APPROVED PLAN.

ROOF RUNOFF:
PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURES ON ALL LOTS, ROOF DRAIN DOWNSPOUTS SHALL BE INSTALLED TO THE LOTS INFILTRATION TRENCH, AND SHALL BE INSPECTED BY PIERCE COUNTY, OR THE APPLICANT'S RETAINED ENGINEER, FOR COMPLIANCE WITH THE DRAINAGE REQUIREMENTS.

THE DRAINAGE SYSTEM WAS DESIGNED FOR 5,000 SQUARE FEET OF IMPERVIOUS SURFACE PER LOT.

DRIVEWAY RUNOFF:
PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURES ON ALL LOTS, DRIVEWAY RUNOFF SHALL BE INSTALLED TO THE LOTS INFILTRATION TRENCH, AND SHALL BE INSPECTED BY PIERCE COUNTY, OR THE APPLICANT'S RETAINED ENGINEER, FOR COMPLIANCE WITH THE DRAINAGE REQUIREMENTS.

THE DRAINAGE SYSTEM WAS DESIGNED FOR 5,000 SQUARE FEET OF IMPERVIOUS SURFACE PER LOT.

15. REQUIRED BUILDING SETBACKS:
FRONT - 25 FEET
SIDE - 8 FEET
REAR - 30 FEET
CORNER LOT, SIDE YARD - 15 FEET

16. PRIOR TO FINAL BUILDING INSPECTION BEING PERFORMED THE SIDEWALK/PATHWAY FROM THE LOT OR WITHIN THE LOT MUST BE CONSTRUCTED, INSPECTED AND APPROVED BY THE COUNTY. THE SIDEWALK/PATHWAY MUST BE BUILT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS (DATED 7/24/2006) FOR THE LIMERICK PARK SUBDIVISION OR IN ACCORDANCE WITH SUCH CONSTRUCTION PLANS AS MAY BE SUBSEQUENTLY APPROVED BY THE COUNTY. AN INSPECTION FEE WILL BE CHARGED FOR EACH LOT BY THE COUNTY AT THE SAME TIME OF BUILDING PERMIT APPLICATION FOR THE PURPOSE OF INSPECTING THE COMPLETED SIDEWALK/PATHWAY.

17. FLOOD LIMITS SHALL BE SHOWN ON THE FINAL PLATS FOR THE FUTURE PHASES.

LOT AREA TABLE

LOT NO.	SQ. FT.	ACRES
1	43,599	1.00
2	43,836	1.01
3	44,174	1.01
4	43,888	1.01
5	43,822	1.00
6	43,318	1.00
7	43,615	1.00
8	43,614	1.00
9	43,615	1.00
10	43,614	1.00
11	43,615	1.00
12	43,614	1.00
13	43,611	1.00
14	43,611	1.00
15	43,610	1.00
16	43,609	1.00
17	43,608	1.00
18	43,607	1.00
19	43,606	1.00
20	43,605	1.00
21	43,604	1.00
22	43,603	1.00
23	43,602	1.00
24	43,601	1.00
25	43,600	1.00
26	48,000	1.10
27	48,000	1.10
28	48,000	1.10
29	48,000	1.10
30	48,000	1.10
31	48,000	1.10
32	48,000	1.10
33	48,000	1.10
34	48,000	1.10
35	48,000	1.10
36	48,000	1.10
37	48,000	1.10
38	48,000	1.10
39	48,000	1.10
40	48,000	1.10
41	48,000	1.10
42	48,000	1.10
43	48,000	1.10
44	48,000	1.10
45	48,000	1.10
46	48,000	1.10
47	48,000	1.10
48	48,000	1.10
49	48,000	1.10
50	48,000	1.10
51	48,000	1.10
52	48,000	1.10
53	48,000	1.10
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63	48,000	1.10
64	48,000	1.10
65	48,000	1.10
66	48,000	1.10
67	48,000	1.10
68	48,000	1.10
69	48,000	1.10
70	48,000	1.10
71	48,000	1.10
72	48,000	1.10
73	48,000	1.10
74	48,000	1.10
75	48,000	1.10
76	48,000	1.10
77	48,000	1.10
78	48,000	1.10
79	48,000	1.10
80	48,000	1.10
81	48,000	1.10
82	48,000	1.10
83	48,000	1.10
84	48,000	1.10
85	48,000	1.10
86	48,000	1.10
87	48,000	1.10
88	48,000	1.10
89	48,000	1.10
90	48,000	1.10
91	48,000	1.10
92	48,000	1.10
93	48,000	1.10
94	48,000	1.10
95	48,000	1.10
96	48,000	1.10
97	48,000	1.10
98	48,000	1.10
99	48,000	1.10
100	48,000	1.10
TRACT A	4,161,161	95.11
TRACT B	86,252	1.98
TRACT C	106,599	2.43
TRACT D	2,038,252	46.41
TRACT E	2,550,043	57.94

For reference only, not for re-sale.

SHEET INDEX

- 1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
- 2 NOTES & LOT AREAS
- 3 BOUNDARY CONTROL
- 4 EASEMENTS
- 5 LOT DETAILS (WEST)
- 6 LOT DETAILS (EAST)
- 7 TRACT "C"
- 8 TRACT "D"
- 9 TRACT "E"

APPLICATION NO.
735050



JOB NO: 26893

Apex
Engineering

2801 Salish 35th, Suite 200
Tacoma, Washington 98409-7679
(253) 473-4404 FAX: (253) 473-0500

11/13/2012

LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M.

PIERCE COUNTY, WASHINGTON BOUNDARY CONTROL

BASIS OF BEARING

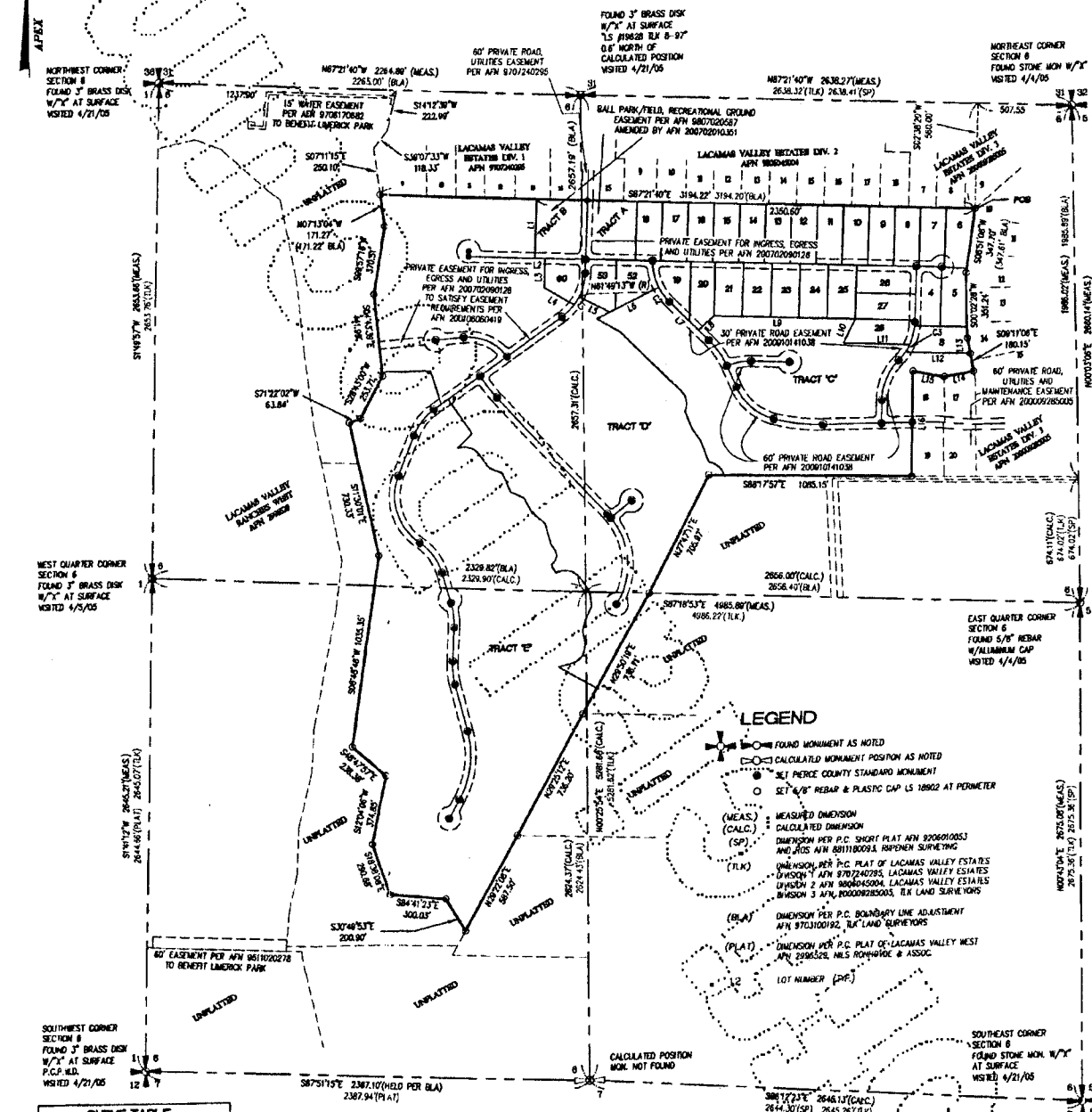
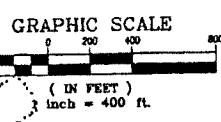
NA 83/21 - PIERCE COUNTY HORIZONTAL DATUM
WEST LINE OF SECTION 4 BETWEEN PIERCE COUNTY
PUBLIC WORKS POINT 104 AND 106 (S 01°45'33" W)

METHODS AND EQUIPMENT

SURVEY PERFORMED WITH A 1" TOTAL STATION, USING TRAVERSE
AND RADIAL SURVEY METHODS. SURVEY MEETS OR EXCEEDS
ACCURACY REQUIREMENTS CONTAINED IN W.A.C. 332.130.090.

SURVEYOR'S NOTE

THE BOUNDARY SHOWN HEREON FOR LIMERICK PARK P.D.D. - PHASE 1 IS INTENDED TO CONFORM TO THE BOUNDARIES OF PARCEL E OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER APN 970100192. IT SHOULD BE NOTED THAT THERE ARE MINOR DIMENSIONAL DIFFERENCES FROM THAT DOCUMENT SHOWN HEREON. THESE DIFFERENCES ARE APEX ENGINEERING'S INTERPRETATION OF THE B.L.A. DIMENSIONS IN CREATING A CLOSED BOUNDARY.



LEGEND

- FOUND MONUMENT AS NOTED
- ⊕ CALCULATED MONUMENT POSITION AS NOTED
- ⊙ SET PIERCE COUNTY STANDARD MONUMENT
- SET 6\"/>

CURVE	LENGTH	RADIUS	DELTA
C1	50.00'	300.00'	9°33'55"
C2	96.75'	300.00'	18°28'30"
C3	48.72'	300.00'	9°33'55"

LINE	LENGTH	BEARING
L1	315.87'	N02°38'22\"/>

TRACT NOTES:

TRACT A: IS DESIGNATED FOR A PARK, PRIVATE STORM DRAINAGE, ROAD, AND UTILITY EASEMENT. EACH LOT SHALL HAVE AN UNDIVIDED INTEREST FOR TAX PURPOSES AND BE MAINTAINED BY THE LACAMAS VALLEY ESTATES, DIVISIONS I, II, III AND LIMERICK PARK HOMEOWNERS ASSOCIATION (ALSO KNOWN AS LACAMAS ESTATES DIVISION IV PER AMENDED COVENANTS OF LACAMAS VALLEY ESTATES RECORDED UNDER APN 200702010351).

TRACT B: IS DESIGNATED FOR A PARK, ROAD, AND UTILITY EASEMENT. EACH LOT SHALL HAVE AN UNDIVIDED INTEREST FOR TAX PURPOSES AND BE MAINTAINED BY THE LACAMAS VALLEY ESTATES, DIVISIONS I, II, III AND LIMERICK PARK HOMEOWNERS ASSOCIATION (ALSO KNOWN AS LACAMAS ESTATES DIVISION IV PER AMENDED COVENANTS OF LACAMAS VALLEY ESTATES RECORDED UNDER APN 200702010351).

TRACTS C, D, E: ARE FOR FUTURE DEVELOPMENT AND TO BE OWNED AND MAINTAINED BY THE DEVELOPER.

SHEET INDEX

- 1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
- 2 NOTES & LOT AREAS
- 3 BOUNDARY CONTROL
- 4 EASEMENTS
- 5 LOT DETAILS (WEST)
- 6 LOT DETAILS (EAST)
- 7 TRACT "C"
- 8 TRACT "D"
- 9 TRACT "E"

APPLICATION NO.
735050



JOB NO. 26693

Apex

Engineering

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(253) 473-4400 FAX: (253) 473-0508

1/1/2012

For reference only, not for re-sale.

2012/11/15/2002

LIMERICK PARK, P.D.D. - PHASE 1

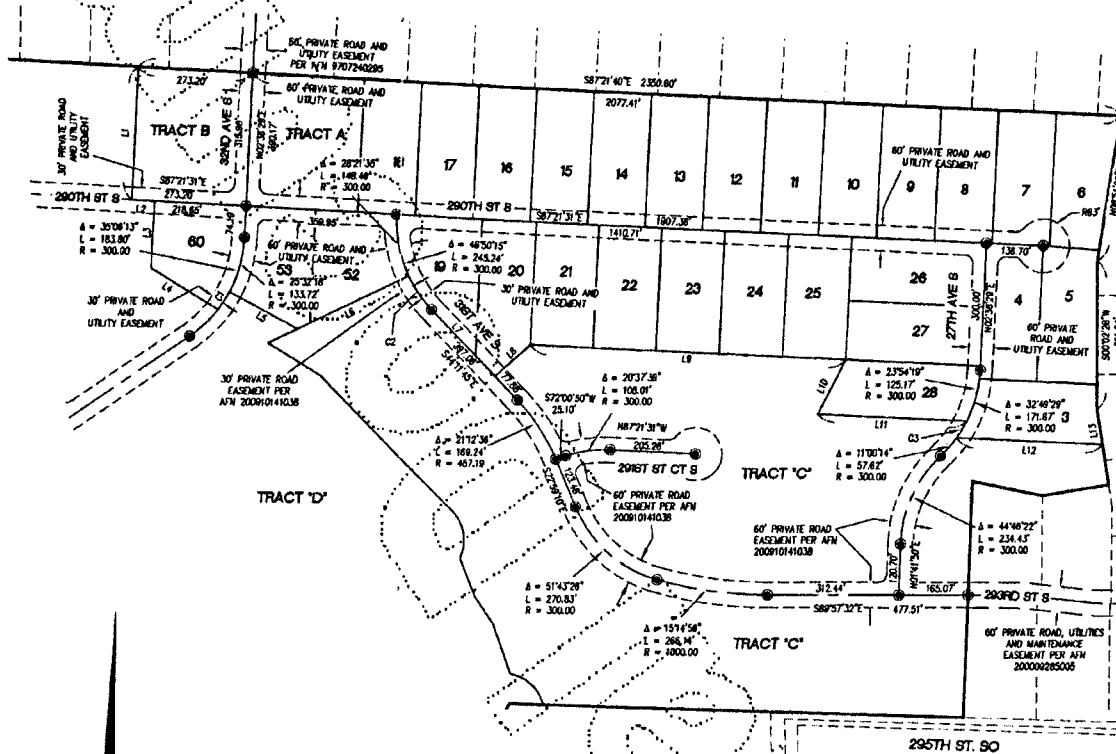
A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON

PRIVATE ROAD EASEMENT

1. DIMENSIONS SHOWN ARE CENTERLINE DIMENSIONS
2. ALL CUL-DE-SACS HAVE A 63.00' RADIUS.
3. ALL CUL-DE-SAC AND INTERSECTION RETURN RADI ARE 20.00'.

LEGEND

- SET PIERCE COUNTY STANDARD MONUMENT AT ROAD CENTERLINE

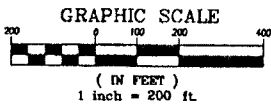


EASEMENT PROVISIONS

AN EASEMENT WITHIN THE BOUNDARIES OF THIS SUBDIVISION IS HEREBY RESERVED FOR AND GRANTED TO: ANY POWER COMPANY; ANY WATER COMPANY; ANY TELEPHONE COMPANY; ANY GAS COMPANY; ANY CABLE TELEVISION COMPANY; U.S. POSTAL SERVICE; ANY CITY; PIERCE COUNTY; ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE WASTE WATER CONNECTIONS) AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE PRIVATE ROADS SHOWN ON THE FACE OF THIS PLAT, AND UNDER AND UPON THE FRONT TO FEET PARALLEL WITH AND ADJOINING THE PRIVATE AND/OR PUBLIC ROAD FRONTAGE, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, REPLACE AND ENLARGE, OPERATE AND MAINTAIN UNDERGROUND PIPE CONDUIT CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SANITARY SEWER, STORM DRAINAGE, WATER AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, STREETS, TRACTS AND SPACES 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, 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.

EASEMENT NOTES

1. AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS ALL PRIVATE ROADS SHOWN HEREON IS HEREBY CREATED FOR THE USE OF ALL PHASES OF LIMERICK PARK, P.D.D., PARCEL C, BOUNDARY LINE ADJUSTMENT A11-0703100102, ACCORDING TO THE MAP THEREOF RECORDED MARCH 16, 1997, RECORDS OF PIERCE COUNTY AUDITOR AND DIVISIONS 1, 2 AND 3 OF LACAMAS VALLEY ESTATES.
2. AN EASEMENT EXISTS BENEFITING ALL PHASES OF LIMERICK PARK, P.D.D. FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THAT CERTAIN PRIVATE ROAD AND UTILITIES EASEMENT, BEING 60 FEET IN WIDTH, DELINEATED AS 2930 STREET SOUTH ON THE PLAT OF LACAMAS VALLEY ESTATES DIVISION THREE, ACCORDING TO PLAT RECORDED UNDER RECORDING NUMBER 200009285005, IN PIERCE COUNTY, WASHINGTON.



CURVE	LENGTH	RADIUS	DELTA
C1	50.00'	300.00'	8°33'55"
C2	36.75'	300.00'	18°28'39"
C3	46.70'	300.00'	8°52'11"

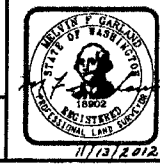
LINE	LENGTH	BEARING
L1	115.97'	N02°38'29"E
L2	24.51'	N87°21'31"W
L3	192.47'	S02°38'28"W
L4	106.81'	S38°48'22"E
L5	83.89'	S81°57'37"E
L6	796.50'	N64°16'24"E
L7	719.18'	S44°11'54"E
L8	113.02'	S48°28'02"W
L9	156.00'	S87°21'31"E
L10	145.00'	N27°29'56"E
L11	55.72'	S87°21'31"E
L12	89.17'	S87°21'31"E
L13	83.14'	S29°11'06"E

- ### SHEET INDEX
- 1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
 - 2 NOTES & LOT AREAS
 - 3 BOUNDARY CONTROL
 - 4 EASEMENTS
 - 5 LOT DETAILS (WEST)
 - 6 LOT DETAILS (EAST)
 - 7 TRACT "C"
 - 8 TRACT "D"
 - 9 TRACT "E"

JOB NO: 28693

2801 South 35th, Suite 200
Tacoma, Washington 98406-7479
(253) 475-9484 FAX: (253) 475-0569

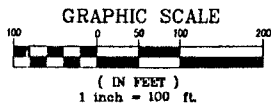
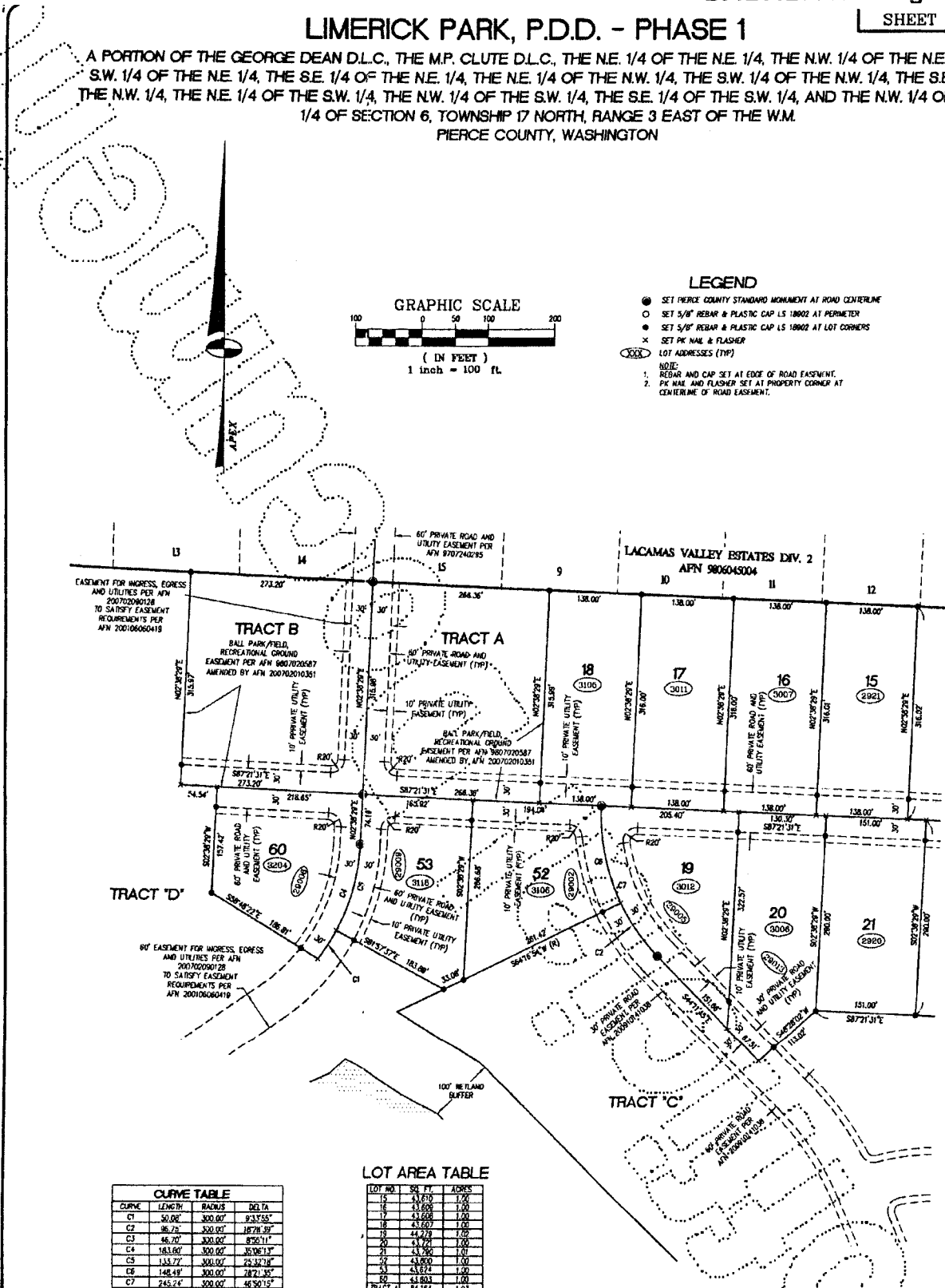
APPLICATION NO. 735050



For reference only, not for re-sale.

LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON



- LEGEND**
- SET PIERCE COUNTY STANDARD MONUMENT AT ROAD CENTERLINE
 - SET 5/8" REBAR & PLASTIC CAP L.S. 18002 AT PERIMETER
 - SET 5/8" REBAR & PLASTIC CAP L.S. 18002 AT LOT CORNERS
 - × SET PK NAIL & FLASHER
 - LOT ADDRESSES (TYP)
- NOTE:**
1. REBAR AND CAP SET AT EDGE OF ROAD EASEMENT.
 2. PK NAIL AND FLASHER SET AT PROPERTY CORNER AT CENTERLINE OF ROAD EASEMENT.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	50.00'	300.00'	93.3755°
C2	96.75'	520.00'	187.8139°
C3	46.70'	300.00'	85.0111°
C4	183.80'	300.00'	35.0611°
C5	133.77'	300.00'	42.3878°
C6	148.49'	300.00'	182.1382°
C7	245.24'	300.00'	46.5015°

LOT AREA TABLE

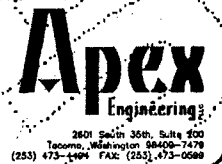
LOT NO.	SQ. FT.	ACRES
15	43,608	1.00
16	43,608	1.00
17	43,608	1.00
18	43,608	1.00
19	43,608	1.00
20	43,608	1.00
21	43,608	1.00
52	43,608	1.00
53	43,608	1.00
TRACT A	28,184	1.31
TRACT B	68,722	1.58

- SHEET INDEX**
- 1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
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 - 5 LOT DETAILS (WEST)
 - 6 LOT DETAILS (EAST)
 - 7 TRACT "C"
 - 8 TRACT "D"
 - 9 TRACT "E"

SEE SHEET 6 OF 9 FOR CONTINUATION

For reference only, not for re-sale.

JOB NO. 26893

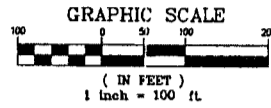


APPLICATION NO. 735050

11/13/2012

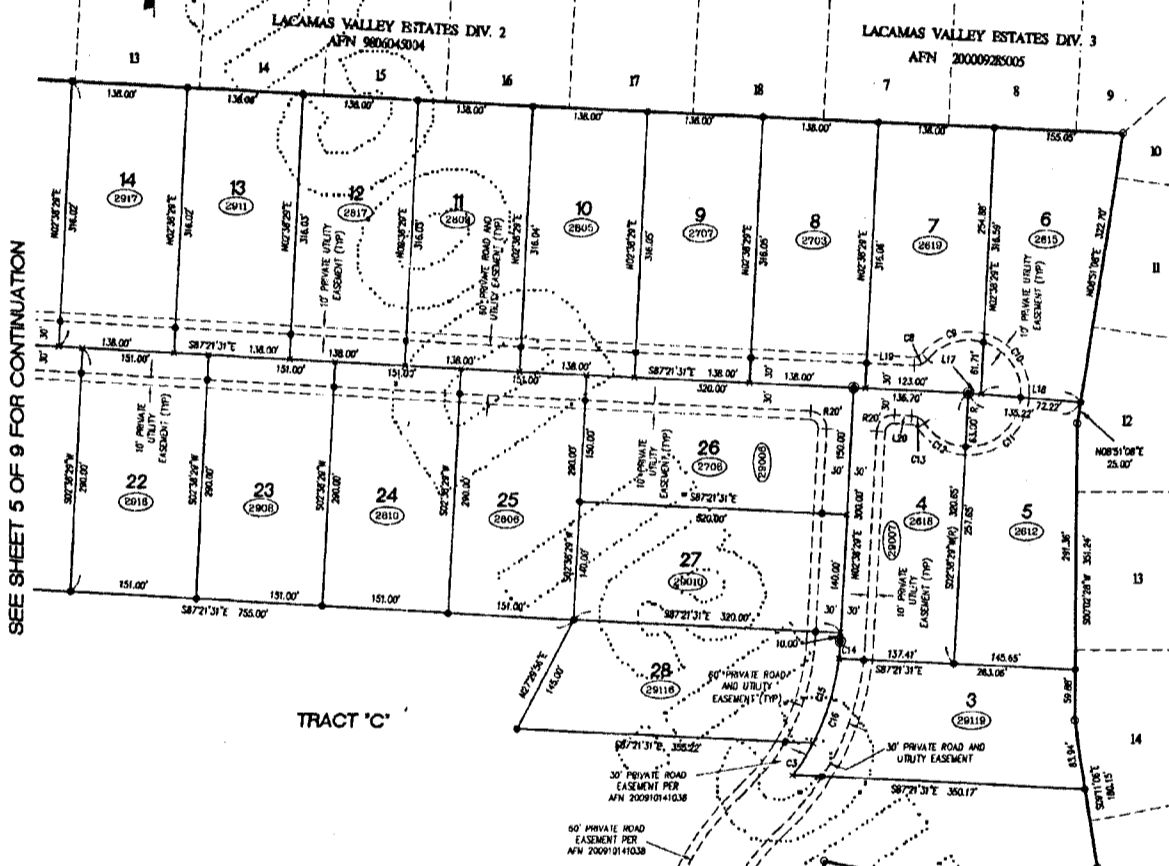
LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON



LEGEND

- SET PIERCE COUNTY STANDARD MONUMENT AT ROAD CENTERLINE
 - SET 5/8" REBAR & PLASTIC CAP LS 18602 AT PERIMETER
 - SET 5/8" REBAR & PLASTIC CAP LS 18602 AT LOT CORNERS
 - ✕ SET PK NAIL & FLASHER
 - XXX LOT ADDRESSES (TYP)
- NOTE
1. REBAR AND CAP SET AT EDGE OF ROAD EASEMENT.
 2. PK NAIL AND FLASHER SET AT PROPERTY CORNER AT CENTERLINE OF ROAD EASEMENT.



SEE SHEET 5 OF 9 FOR CONTINUATION

For reference only, not for re-sale.

CURVE	LENGTH	RADIUS	DELTA
C3	48.70'	300.00'	8°58'11"
C8	18.48'	20.00'	52°27'28"
C9	73.88'	83.00'	64°43'54"
C10	46.02'	83.00'	78°15'51"
C11	96.75'	83.00'	87°58'36"
C12	58.21'	83.00'	92°57'28"
C13	18.48'	20.00'	52°27'28"
C14	20.87'	300.00'	1°56'30"
C15	104.50'	300.00'	19°57'29"
C16	151.20'	300.00'	28°52'40"

LOT AREA TABLE

LOT NO.	SQ. FT.	ACRES
3	1,633.89	1.00
4	4,538.98	1.00
5	641.14	1.00
6	4,538.98	1.00
7	4,538.98	1.00
8	4,538.98	1.00
9	4,538.98	1.00
10	4,538.98	1.00
11	4,538.98	1.00
12	4,538.98	1.00
13	4,538.98	1.00
14	4,538.98	1.00
15	4,538.98	1.00
16	4,538.98	1.00
17	4,538.98	1.00
18	4,538.98	1.00
19	4,538.98	1.00
20	4,538.98	1.00
21	4,538.98	1.00
22	4,538.98	1.00
23	4,538.98	1.00
24	4,538.98	1.00
25	4,538.98	1.00
26	4,538.98	1.00
27	4,538.98	1.00
28	4,538.98	1.00

LINE	LENGTH	BEARING
L17	15.01'	N82°21'07" W
L18	120.21'	N85°11'07" W
L19	56.75'	N87°21'31" W
L20	20.45'	S87°21'31" E

SHEET INDEX

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APPLICATION NO. 735050



JOB NO. 28893

Apex

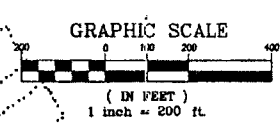
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LIMERICK PARK, P.D.D. - PHASE 1

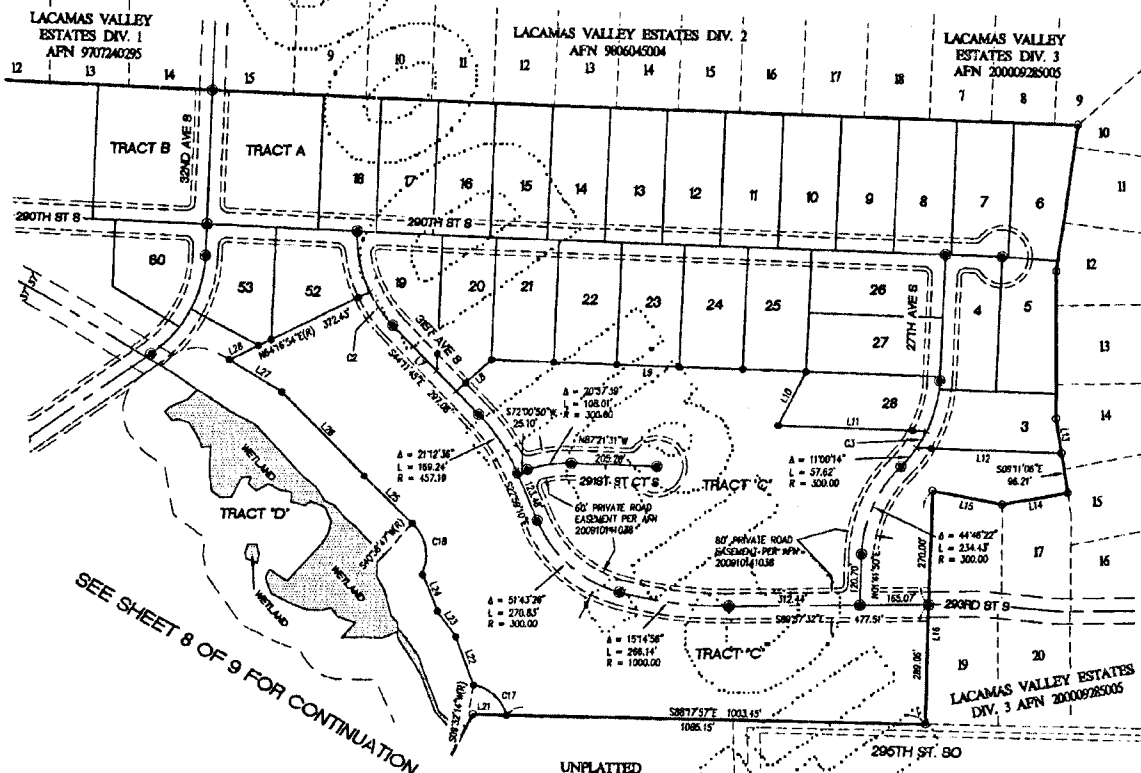
SHEET 7 OF 9

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON



LEGEND

- SET PIERCE COUNTY STANDARD MONUMENT AT ROAD CENTERLINE
 - SET 5/8" REBAR & PLASTIC CAP LS 18902 AT PERIMETER
 - SET 5/8" REBAR & PLASTIC CAP LS 18902 AT LOT CORNERS
 - × SET PK NAIL & FLASHER
 - XXX LOT ADDRESSES (TYP)
- NOTE:
1. REBAR AND CAP SET AT EDGE OF ROAD EASEMENT.
 2. PK NAIL AND FLASHER SET AT PROPERTY CORNER AT CENTERLINE OF ROAD EASEMENT.



SEE SHEET 8 OF 9 FOR CONTINUATION

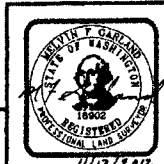
CURVE	LENGTH	RADIUS	DELTA
C2	96.72'	300.00'	18°28'38"
C3	46.70'	300.00'	8°55'11"
C7	114.24'	100.00'	65°27'07"
C8	128.84'	100.00'	73°49'18"

LINE	LENGTH	BEARING
L7	219.18'	S41°11'43"E
L8	713.02'	S46°28'02"W
L9	753.00'	S87°21'31"E
L10	115.00'	S32°29'34"E
L11	355.22'	S87°21'31"E
L12	350.17'	S87°21'31"E
L13	83.84'	S90°11'08"E
L14	180.81'	S80°48'54"W
L15	171.44'	N78°37'28"W
L16	558.07'	S01°41'50"W
L17	81.71'	S89°17'27"E
L22	124.32'	N20°00'08"W
L23	77.42'	N34°28'14"W
L24	58.12'	N21°58'26"W
L25	180.41'	N55°32'27"W
L26	281.47'	N44°25'08"W
L27	146.54'	N08°43'16"W
L28	77.37'	N67°03'54"E

- SHEET INDEX
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 - 8 TRACT "D"
 - 9 TRACT "E"

For reference only, not for re-sale.

APPLICATION NO. 735050



JOB NO. 26693

2801 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 475-4474 FAX: (253) 473-0500

2013 11/15/08

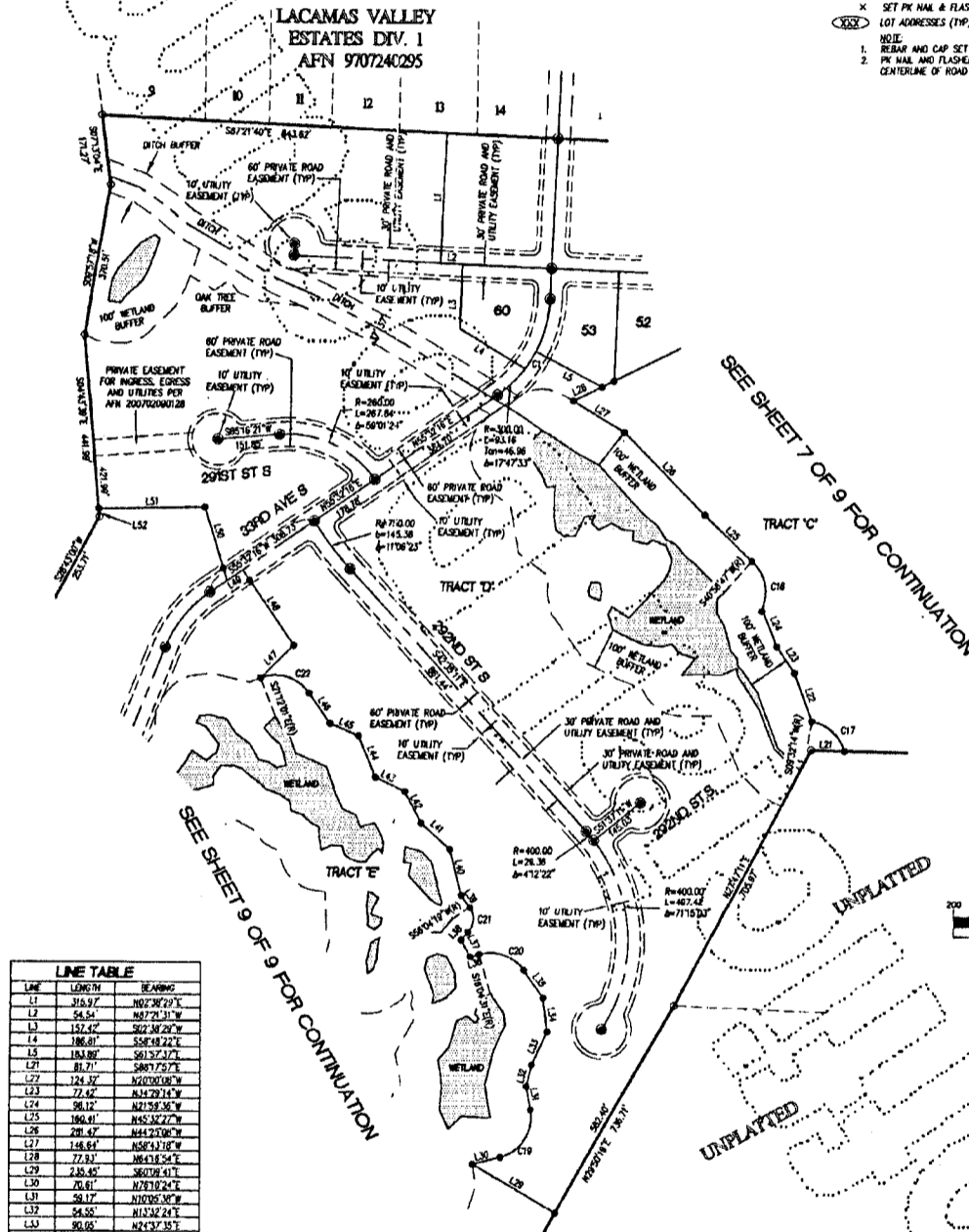
LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON

LACAMAS VALLEY
ESTATES DIV. 1
AFN 9707240295

LEGEND

- SET PIERCE COUNTY STANDARD MONUMENT AT ROAD CENTERLINE
 - SET 5/8" REBAR & PLASTIC CAP LS 18002 AT PERIMETER
 - SET 5/8" REBAR & PLASTIC CAP LS 18002 AT LOT CORNERS
 - × SET PK MAIL & FLASHER
 - ⊗ LOT ADDRESSES (TYP)
- NOTE:
1. REBAR AND CAP SET AT EDGE OF ROAD EASEMENT
 2. PK MAIL AND FLASHER SET AT PROPERTY CORNER AT CENTERLINE OF ROAD EASEMENT.



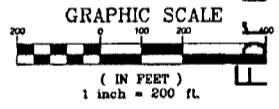
LINE TABLE

LINE	LENGTH	BEARING
L1	316.97	N02°30'27"E
L2	54.54	N87°31'31"W
L3	157.42	S02°38'28"W
L4	186.81	S88°18'22"E
L5	183.89	S81°57'37"E
L7	81.71	S48°17'57"E
L22	124.32	N70°00'00"W
L23	77.42	N18°28'14"W
L24	98.12	N21°58'36"W
L25	180.41	N45°32'27"E
L26	291.47	N44°23'00"W
L27	148.67	N58°13'18"W
L28	77.37	N68°18'54"E
L29	238.86	S80°08'41"E
L30	70.61	N78°10'24"E
L31	58.17	N10°05'36"W
L32	54.55	N12°42'24"E
L33	80.05	N2°37'35"E
L34	84.36	N67°08'49"W
L35	84.32	N34°32'44"W
L36	24.01	S72°52'28"W
L37	49.21	N29°12'45"W
L38	24.96	N41°14'51"E
L39	38.55	N15°58'41"W
L40	114.47	N14°35'20"W
L41	92.57	N48°10'38"W
L42	86.52	N87°13'55"W
L43	72.80	N67°24'52"W
L44	178.30	N2°44'46"W
L45	75.48	N65°57'09"W
L46	88.88	N34°31'54"W
L47	111.64	N49°12'24"E
L48	271.56	N34°27'44"W
L49	46.08	S85°37'16"W
L50	184.71	N17°10'07"W
L51	264.05	S85°57'12"W
L52	204.00	S04°41'38"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	30.00	300.00	32.92°
C17	114.74	100.00	83.27°
C18	128.84	100.00	125.01°
C19	158.56	100.00	86.80°
C20	124.26	100.00	71.14°
C21	65.80	50.00	75.10°
C22	131.27	100.00	78.20°

- SHEET INDEX**
- 1 LEGAL DESCRIPTION, ACKNOWLEDGMENTS & DEDICATION
 - 2 NOTES & LOT AREAS
 - 3 BOUNDARY CONTROL
 - 4 EASEMENTS
 - 5 LOT DETAILS (WEST)
 - 6 LOT DETAILS (EAST)
 - 7 TRACT 'C'
 - 8 TRACT 'D'
 - 9 TRACT 'E'



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Apex
Engineering

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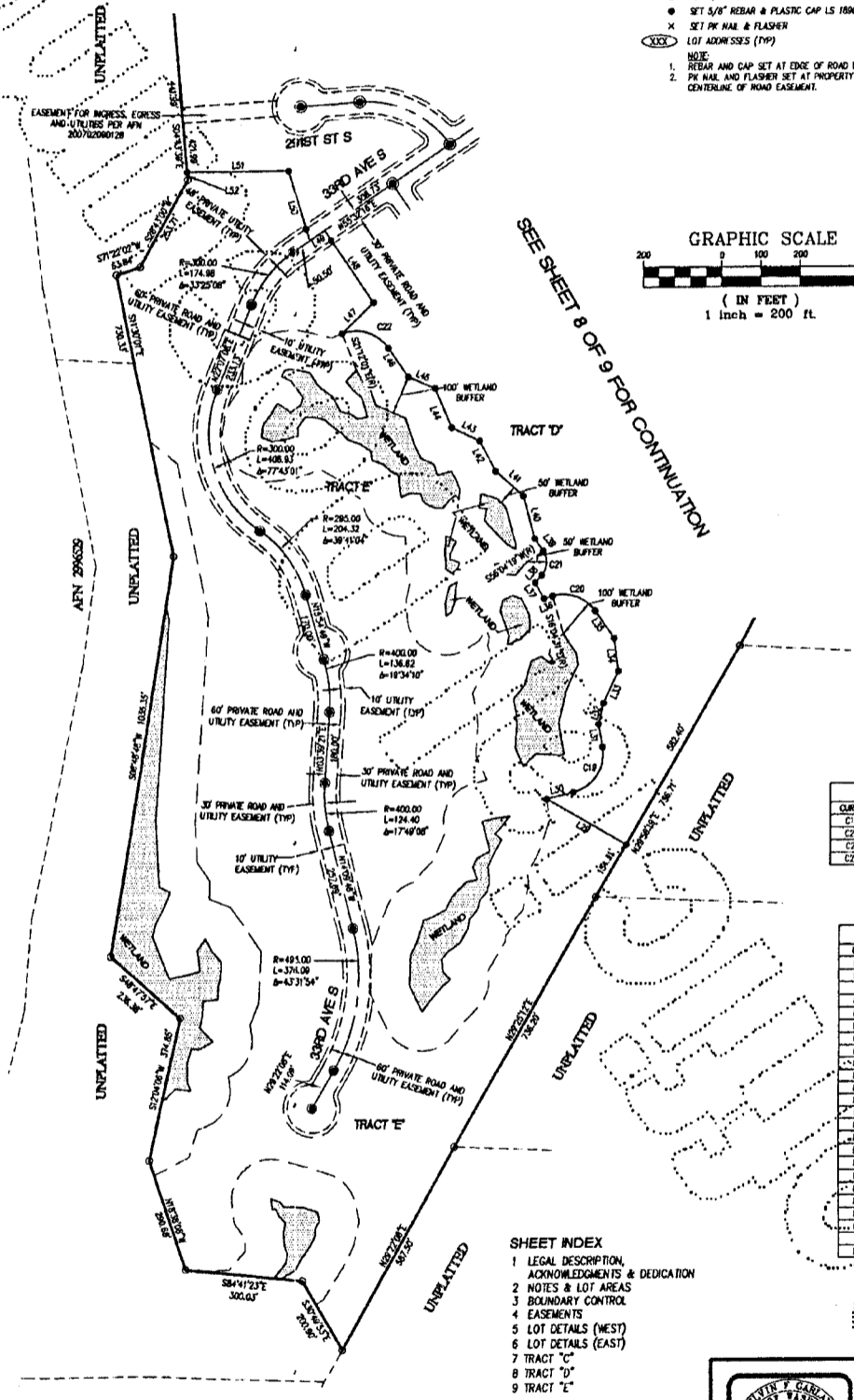
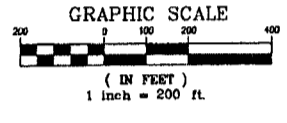
11/13/2012

LIMERICK PARK, P.D.D. - PHASE 1

A PORTION OF THE GEORGE DEAN D.L.C., THE M.P. CLUTE D.L.C., THE N.E. 1/4 OF THE N.E. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, THE S.E. 1/4 OF THE N.E. 1/4, THE N.E. 1/4 OF THE N.W. 1/4, THE S.W. 1/4 OF THE N.W. 1/4, THE S.E. 1/4 OF THE N.W. 1/4, THE N.E. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE S.W. 1/4, THE S.E. 1/4 OF THE S.W. 1/4, AND THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE W.M. PIERCE COUNTY, WASHINGTON

LEGEND

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 - SET 5/8" REBAR & PLASTIC CAP LS 18002 AT PERIMETER
 - SET 5/8" REBAR & PLASTIC CAP LS 18002 AT LOT CORNERS
 - ✕ SET PK NAIL & FLASHER
 - XXXX LOT ADDRESS (TYP)
- NOTE:
 1. REBAR AND CAP SET AT END OF ROAD EASEMENT.
 2. PK NAIL AND FLASHER SET AT PROPERTY CORNER AT CENTERLINE OF ROAD EASEMENT.



CURVE	LENGTH	RADIUS	DELTA
C19	150.56'	100.00'	98°16'01"
C20	124.26'	100.00'	71°11'41"
C21	65.60'	50.00'	75°10'32"
C22	133.24'	100.00'	75°20'06"

LINE	LENGTH	BEARING
L29	235.65'	S60°09'41"E
L30	70.61'	N26°10'24"E
L31	59.17'	N10°05'39"W
L32	54.55'	N12°32'24"E
L33	90.00'	N24°12'15"E
L34	84.36'	N07°08'45"W
L35	84.42'	N34°52'44"W
L36	23.01'	S73°55'28"W
L37	46.21'	N29°32'45"W
L38	79.86'	N41°14'51"E
L39	58.55'	N33°55'41"W
L40	114.47'	N14°35'20"W
L41	95.57'	N48°10'58"W
L42	88.57'	N28°11'35"W
L43	21.90'	N84°23'58"W
L44	106.78'	N27°44'48"W
L45	79.49'	N56°57'09"W
L46	89.95'	N54°51'54"W
L47	111.64'	N45°43'24"E
L48	221.58'	N34°27'44"W
L49	46.02'	S58°22'16"W
L50	165.21'	N1°03'00"W
L51	250.05'	S86°04'12"W
L52	20.06'	S24°43'02"E

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