

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

CLARIDGE PARK

**8906200412**

THIS INDENTURE AND DECLARATION running with the land, made this 8th day of June, 1989, by Tucci & Sons, Inc., a Washington State Corporation ("DECLARANT"),

W I T N E S S E T H

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as Claridge Park, consisting of Lots 1 through 50 (the "Lots"), as recorded in Volume 542 of Plats, pages 3562 through 3563, inclusive, under Auditor's Number 8905050139 records of Pierce County, Washington.

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

- 1.1 DECLARATION. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenement.
  
- 1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2009, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than ninety percent (90%) of the lots then subject to this Declaration.
  
- 1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee "ACC" shall consist of not more than three (3) members who shall be appointed initially by DECLARANT and remain in office until such time as ninety percent (90%) of the lots subject to this Declaration and any Supplemental Declarations have been sold by Declarant, his heir successors or assigns. If, after one (1) year from the sale of the 45th lot, Declarant is unsuccessful after diligent effort in creating a Homeowner's Association the entire Association and ACC is thereby dissolved. At any

time prior to the sale of 45 lots, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. The initial ACC shall consist of Tucci & Sons, Inc., a Washington State Corporation which hereby designates JOHN XITCO, WAYNE HAMMER AND JULIE ANN TAYLOR, 4224 Waller Road, Tacoma, Washington 98443, as the persons to act on behalf of the ACC.

## ARTICLE II

- 2.1 EASEMENTS. Easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services and improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted on side and rear property lines as approved by the ACC.
- 2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by Pierce County.
- 2.3 SIGHT DISTANCE. No fence, wall tree, hedge, shrub or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of, a rounded street corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within the (10) feet from the intersection of a street property line with the edge of a driveway. In any event, no fence will be permitted beyond the front of the said house.

## ARTICLE III

- 3.1 SITE PREPARATION. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation, shall not be undertaken until complete construction plans, including plot plans before for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made

until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. ACC requires a separate set of plans for each lot to be approved even if a builder is using the same plans on more than one lot. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 4224 Waller Road, Tacoma, Washington 98443, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.

- 3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from the issuance of the building permit except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. The landscaping must be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to lot line.
- 3.4 SIZE OF IMPROVEMENTS. The total floor area of any dwelling on the property, exclusive of open porches and garages, shall not be less than 1280 square feet. In the case of split level or two-story residence, the building foot print, exclusive of open porches and garages, shall contain not less than 780 square feet.
- 3.5 ROOFS. All roofs shall have a minimum slope of 4-12 (four feet of rise for each 12 feet of run) and shall be constructed of cedar shake or approved tile. Any exception to these materials must be approved in writing by the ACC, prior to construction.
- 3.6 DRIVEWAYS. All driveways shall be concrete unless approval for use of other material is granted in writing by the ACC.
- 3.7 FENCES. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building set back lines whichever is further from the street except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences shall be constructed only of wood and shall not exceed six feet in height. Any hedge or shrub "fencing" shall be subject to the same restrictions. Any type of chain link, or metal fence is specifically prohibited.

Fences bordering green belt areas shall erected with the finished side facing the green belt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall conform to the sample diagram and specifications, a copy of

which are attached hereto and incorporated herein by this reference and Exhibit "A. Any variance to this example must be approved in writing by the ACC.

3.8 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted, and must be a minimum of a two (2) car garage and no more than three (3) car garage. There shall be no separate or additional garages placed on the lot.

3.9 "STICK BUILT" CONSTRUCTION: All dwellings shall be of a on site "stick built" variety. Mobile homes, manufactured housing and modular homes are specifically not permitted.

3.10 ANTENNA. No Lot owner shall be permitted to install, erect and/or maintain any antenna, including satellite dishes.

3.11 EXTERIOR FINISHES. All exterior finishes on the front of the houses shall be of cedar siding, brick, or stone. Any exception must have ACC written approval prior to construction, but in no case will T-111, or equivalents, be allowed on the front of any house within Claridge Park. (T-111 can be used on the sides and back of the house.) The entire house must be painted or stained in colors acceptable to the ACC, but in any event no primary colors will be accepted (ie: white, red, blue, green or white). All metal fireplace chimneys shall be either wood or stone wrapped. All colors must have ACC written approval to be used.

All window frames and sashes must be made of wood, painted enamel, vinyl, or anodized aluminum, unless specifically authorized in writing by the ACC. Mill finish is not acceptable.

3.12 YARD LIGHT. Every lot is required to have a yard light in the front yard, which is to be located 8 feet from the inside of the front property line and 2 feet from the side of the driveway in which the front door is located. The yard light and structural base shall be of the type specified as in attached Exhibit "B." Any variance from Exhibit "B" must be submitted and approved by ACC prior to installation.

#### ARTICLE IV

4.1 BUSINESS & COMMERCIAL USE. Except model homes or Declarant's sales office, no Lot shall be used for other than one detached single family dwelling with parking for not more than three cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot. Any exception to this must receive written consent from the ACC.

- 4.2 TREES. The Declarant will provide one hundred (100) "Aristocrat" Flowering Pear Trees (pyrus "Aristocrat") for the Clairidge Park Development. These trees will be placed at even intervals throughout the development, initial planting locations to be determined by the Declarant. Each individual lot owner is responsible for the care and maintenance of the tree (or trees) placed on their lot. Any dead or severely damaged tree shall be replaced within 30 days of written notice from the ACC, with a 1 1/2 inch caliper, Aristocrat Flowering Pear by the lot owner thereof, at the homeowner's expense. No lot owner is allowed to move, remove or replace a tree with anything other than the above described tree.
- 4.3 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or BUILDER with respect to individual cul-de-sacs and/or streets.
- 4.4 VEHICLES. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motorhomes, trucks in excess of 3/4 ton, and trailers - whether operable or not - of any kind shall be parked, stored, maintained, or constructed on any Lot or street in such a manner as to be visible from the street. No unsightly vehicles shall be permitted upon the property nor shall any abandoned or disabled vehicle be stored upon the property for more than 48 hours.
- 4.5. PETS. No animals or fowls shall be raised, kept, or permitted on any Lot except domestic dogs, cats, and caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred, or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot. No caged birds shall be allowed outside the dwelling unit.
- 4.6 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard. No building material of any kind shall be placed or stored upon the property until the owner is ready to commence construction, and then such material shall be placed within the boundary lines of the lot.
- 4.7 NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.

- 4.8 WATER AND SEWAGE SYSTEMS. No individual water supply system shall be permitted on any lot. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all governmental agencies having jurisdiction of such systems.
- 4.9 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence.
- 4.10 OUTSIDE STORAGE BUILDING. Outside storage buildings that have similar siding, matching roofing materials and matching colors to the home that they will serve and an ACC approved design are allowed in the rear yard. Any and all buildings must be approved as to location, colors, design, size and materials prior to commencing construction.
- 4.11 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.
- 4.12 MAILBOXES. DECLARANT will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location with reasonable proximity to the dwellings served thereby. Thereafter Lot owners shall be obligated to maintain, repair or replace their respective mailboxes.
- 4.13 SIGNS. All signs and advertising devices for display to public view, except during the initial build out, are prohibited except one sign not to exceed 500 square inches which advertises the Lot (whereon posted) for sale. The sign shall only contain the Owner's/Builder's name, Realtor, lot number and up to two phone numbers. The ACC shall have sole jurisdiction on all signs within the boundaries of Clairidge Park Development, including any and all common areas. "A" Boards that advertise "open house" will be allowed if taken down daily.
- 4.14 FIREARMS. The shooting of any type of weapon or firearm is prohibited within the property, including but not limited to BB-guns and pistols, pellet guns and sling shots.
- 4.15 HOMEOWNER'S ASSOCIATION. Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the Clairidge Park Homeowner's Association, for the purpose of owning property and property right as common area for the benefit of homeowner's, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the Clairidge Park

Homeowner's Association in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot.

Clairidge Park is not a part of the Gem Club Homeowner's Association. THE HOMEOWNERS IN CLARIDGE PARK DO NOT HAVE ANY RESPONSIBILITY TO MAINTAIN THE GEMCLUB FACILITY AND WILL NOT UNDER ANY CIRCUMSTANCES HAVE THE RIGHT TO USE THE FACILITY IN ANY SHAPE OR FORM. ANY RECREATIONAL FACILITY SHOWN ON ANY MAPS ARE ALREADY IN PLACE (ie: GEMCLUB) OR NOT TO BE INSTALLED BY DECLARANT AND DECLARANT DOES NOT INTEND TO CONSTRUCT ANY ADDITIONAL RECREATIONAL INSTALLATIONS.

4.16 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping, and operation and maintenance of the common areas, including designated common areas. Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. When necessary, the Declarant may add an assessment, of not more than sixty (\$60) a year per lot, for the operation and maintenance of future common areas utilized by the project. Such an assessment shall be uniformly placed on all single family dwellings south of 168th Street East in Gem Heights Planned Development District. The payment of such dues will be collected by the Homeowner's Association bi-annually.

4.17 NONLIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

#### ARTICLE V

5.1 AMENDMENT. This Declaration can be amended at any time by DECLARANT prior to December 31, 1992, or until the DECLARANT has sold 90% of the lots to the Builders, whichever occurs last. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.

- 5.2 ENFORCEMENT. The Declarant or the ACC shall have the right to enforce any provision of this Declaration or to recover damages, plus 15% for administration expenses, resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting force a violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.
- 5.3 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.
- 5.4 NOTICE. Any notice required hereunder shall be deemed effective when published in the Pierce County Herald.



IN WITNESS WHEREOF, the DECLARANT has hereunto set its hand and corporate seal this 20 day of JUNE, 1988.

Tucci & Sons, Inc.,

\_\_\_\_\_  
John V. Xitco, Secretary-Treasurer

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF PIERCE )

On this 20<sup>th</sup> day of June, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John V. Xitco, to me known to be the Sec. Treasurer, of the Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereab affixed the day and year in this certificate above written.

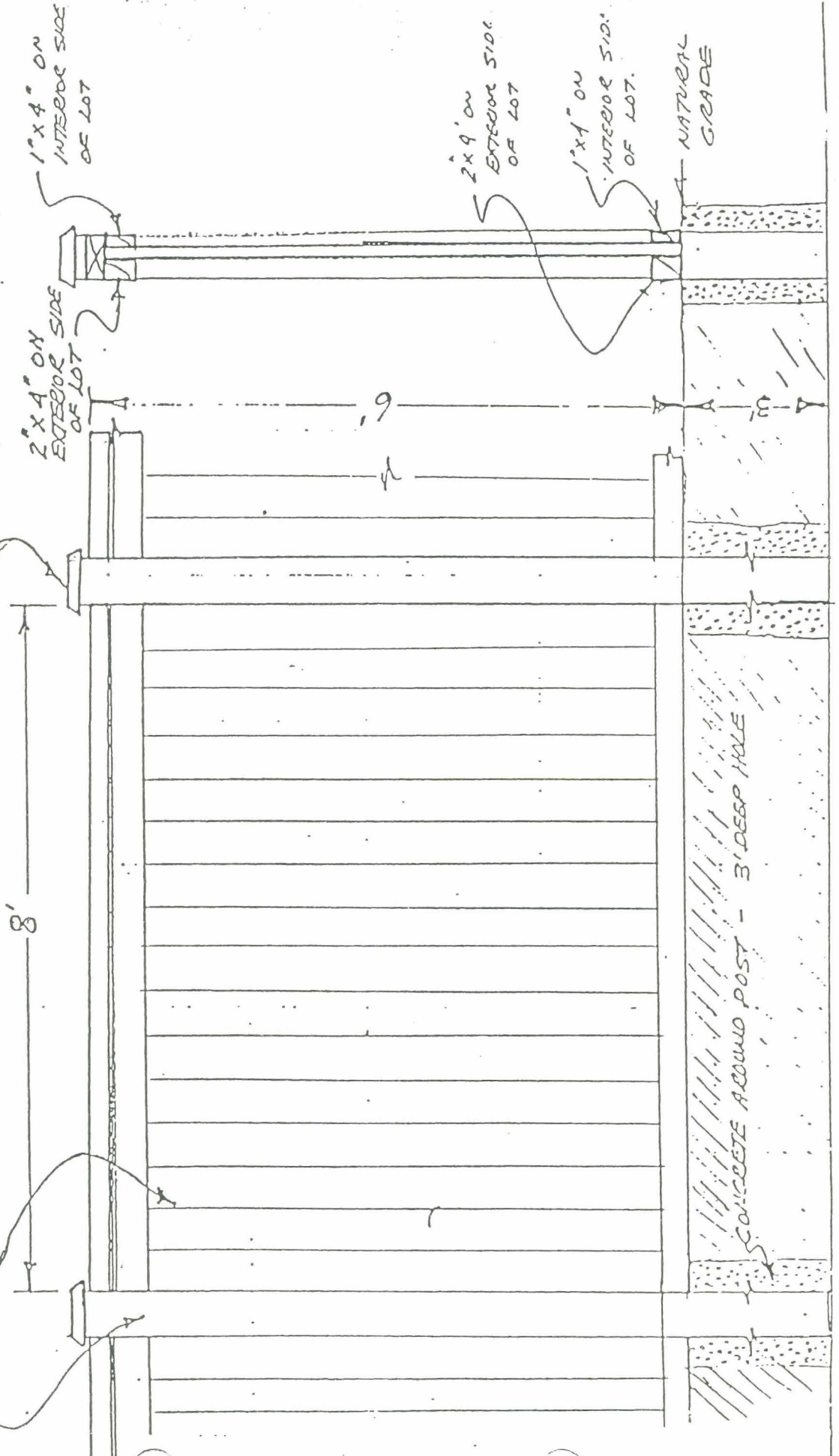
NOTARY PUBLIC in and for the State of Washington, residing at Puyallup. My commission expires: December 1, 1989



CLARIDGE PA.  
Fencing  
Exhibit "A"

4" x 4" CEDAR POSTS (SET IN CONCRETE)  
1" x 6" CEDAR BOARDS

1" x 5" BEVELLED CAPS



1" x 4" ON INTERIOR SIDE OF LOT

2" x 4" ON EXTERIOR SIDE OF LOT

2" x 4" ON EXTERIOR SIDE OF LOT

1" x 4" ON INTERIOR SIDE OF LOT

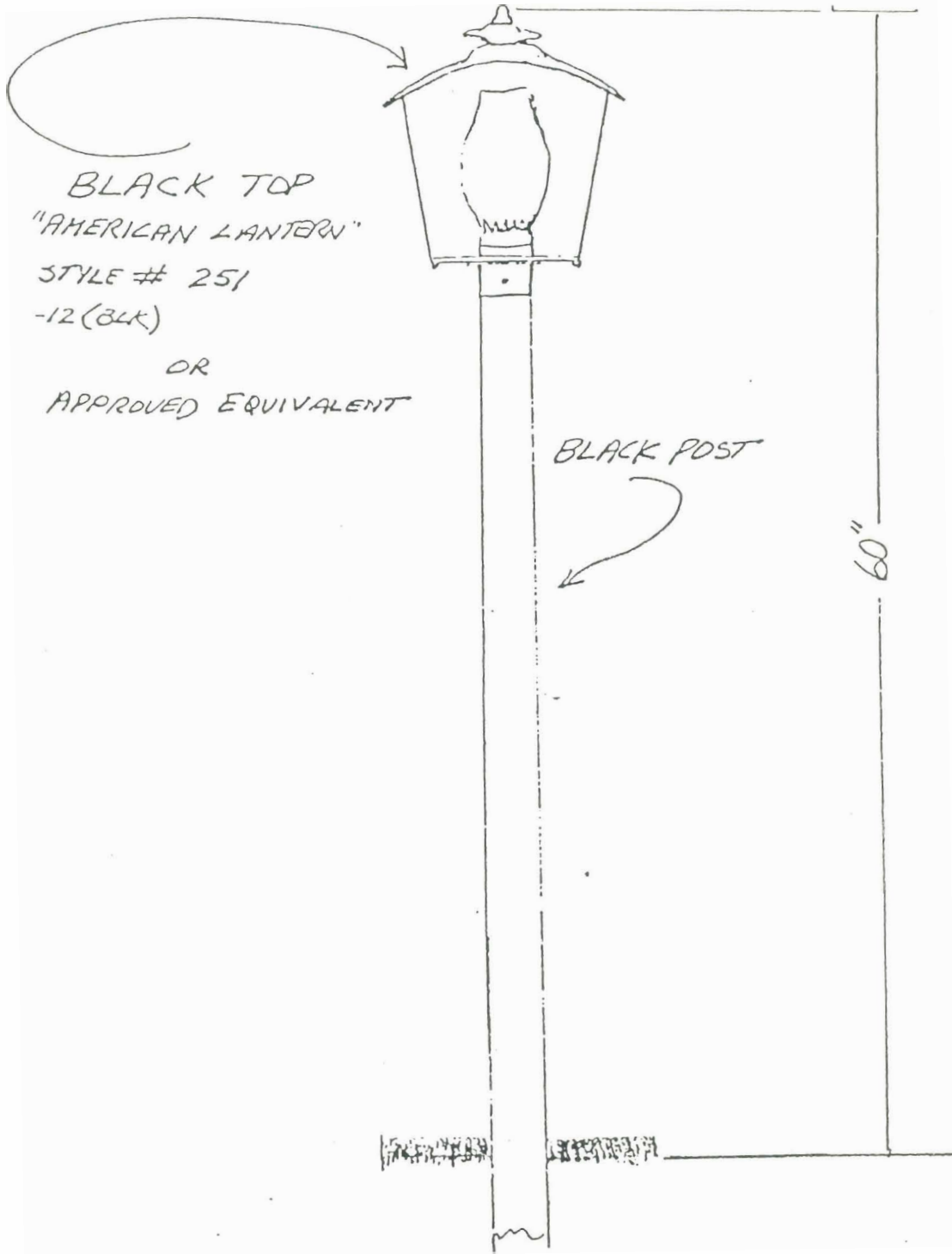
NATURAL GRADE

CONCRETE AROUND POST - 3" DEEP HOLE

8'

9'

EXHIBIT "B"  
CLARIDGE PARK  
FRONT YARD LIGHT EXHIBIT



# LARIDGE PARK

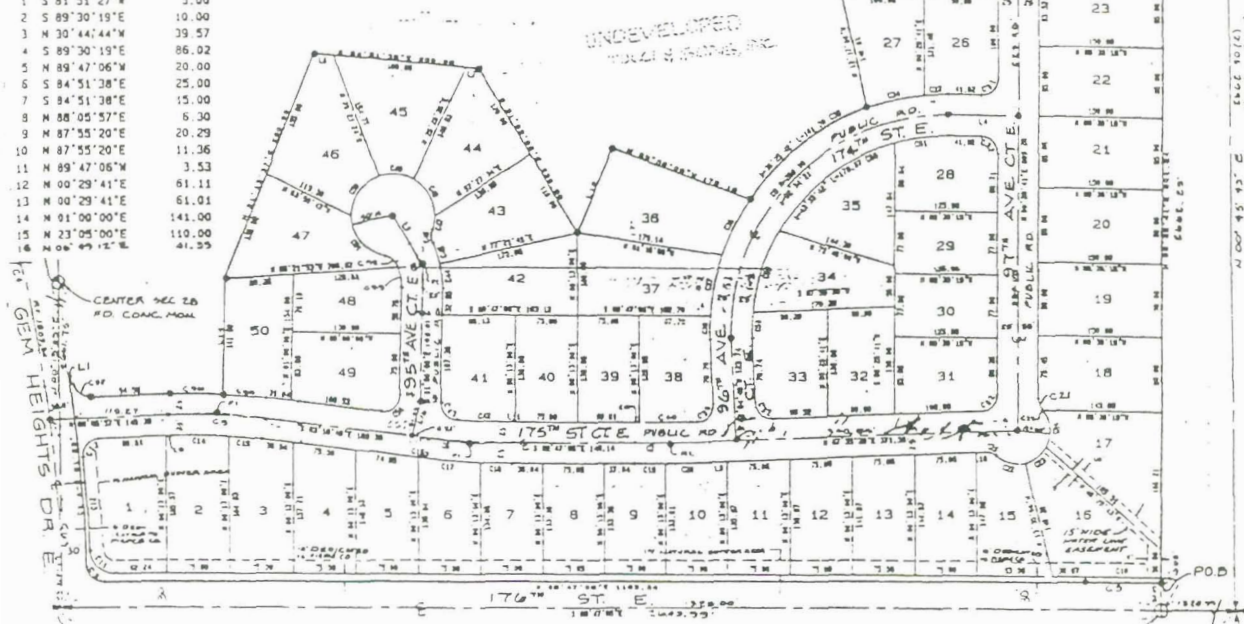
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 4 EAST  
 WILLAMETTE MERIDIAN  
 PIERCE COUNTY, WASHINGTON

### CURVE TABLES

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT
1	6°51'23"	1839.34	220.10	110.18	26	60°00'00"	20.00	20.94	11.55	51	79°07'05"	50.00	59.04	41.30
2	08°29'55"	20.00	30.89	19.48	27	73°30'23"	50.00	64.15	37.34	52	61°47'05"	20.00	21.57	11.97
3	3°46'47"	1402.50	92.52	46.26	28	76°57'24"	50.00	56.69	31.83	53	18°19'59"	75.00	24.00	12.10
4	34°03'27"	1809.34	1075.50	554.17	29	73°04'26"	50.00	20.14	10.21	54	95°49'12"	20.00	33.45	22.14
5	8°43'15"	716.20	109.01	54.61	30	116°40'35"	50.00	101.82	81.08	55	1°48'21"	741.20	49.25	24.63
6	6°36'18"	970.48	111.88	56.00	31	38°12'48"	20.00	13.34	6.93	56	4°54'50"	741.20	63.57	31.80
7	2°17'34"	2291.83	91.71	45.86	32	90°00'00"	20.00	31.42	20.00	57	83°45'30"	20.00	29.24	17.93
8	31°44'44"	100.00	55.41	28.43	33	5°50'10"	285.00	29.03	14.53	58	7°36'43"	235.00	31.22	15.63
9	92°34'21"	260.00	420.08	271.94	34	14°14'28"	285.00	70.84	35.60	59	23°36'01"	235.00	105.00	53.39
10	3°48'32"	1392.50	92.57	46.30	35	36°25'42"	285.00	181.20	83.78	60	43°33'42"	235.00	178.67	93.90
11	87°53'57"	30.00	46.02	28.92	36	15°05'27"	285.00	75.06	37.75	61	15°47'55"	235.00	64.80	32.61
12	3°28'50"	1844.34	112.04	56.04	37	15°05'09"	285.00	75.04	37.74	62	87°25'39"	20.00	10.52	19.12
13	93°27'56"	20.00	32.63	21.25	38	8°53'24"	285.00	89.80	44.88	63	01°09'56"	1009.00	250.00	119.10
14	5°41'53"	691.20	68.74	34.40	39	90°21'22"	20.00	31.54	20.12					
15	1°01'22"	691.20	36.47	18.24	40	1°48'01"	2266.83	71.22	35.61					
16	0°31'55"	995.48	0.55	0.28	41	0°08'11"	2266.83	5.39	2.70					
17	4°19'50"	995.48	75.24	37.54	42	4°05'36"	945.48	67.55	33.79					
18	2°14'34"	995.48	38.97	19.49	43	96°41'30"	20.00	10.26	18.88					
19	0°56'19"	2316.83	37.96	18.98	44	13°38'19"	125.00	29.75	14.95					
20	1°21'15"	2316.83	54.75	27.38	45	12°18'02"	125.00	26.84	13.47					
21	41°24'35"	20.00	14.45	7.56	46	44°58'44"	20.00	15.70	8.28					
22	52°55'02"	40.00	36.94	19.91	47	10°20'02'22"	50.00	17.49	8.83					
23	47°00'18"	40.00	32.82	17.39	48	60°29'26"	50.00	52.79	29.15					
24	67°51'05"	40.00	47.37	26.90	49	43°05'14"	50.00	42.84	22.83					
25	2°28'23"	40.00	1.73	0.86	50	70°25'19"	50.00	61.45	35.29					

### LINE TABLES

LINE	BEARING	DISTANCE
1	S 81°51'27"W	5.00
2	S 89°30'19"E	10.00
3	N 30°44'44"W	39.57
4	S 89°30'19"E	86.02
5	N 89°47'06"W	20.00
6	S 84°51'38"E	25.00
7	S 84°51'38"E	15.00
8	N 88°05'57"E	6.30
9	N 87°55'20"E	20.29
10	N 87°55'20"E	11.36
11	N 89°47'06"W	3.53
12	N 00°29'41"E	61.11
13	N 00°29'41"E	61.01
14	N 01°00'00"E	141.00
15	N 23°05'00"E	110.00
16	N 06°49'15"E	41.35



### NOTES

- NO DIRECT ACCESS SHALL BE ALLOWED ONTO GEN HEIGHTS DRIVE EAST AND 176TH STREET EAST.
- ALL RESIDENTIAL STRUCTURES SHALL PROVIDE A MINIMUM 35-FOOT BUILDING SETBACK FROM THE RIGHT-OF-WAY OF 176TH STREET EAST.
- A 20-FOOT WIDE PEDESTRIAN RIGHT-OF-WAY SHALL BE EXTENDED FROM THE NORTHERN TERMINUS OF 97TH AVE CT, EAST TO THE FUTURE COMMUNITY PARK SITE AND IS SHOWN AS TRACT 'A'.
- CLARIDGE PARK MAY BE SUBJECT TO POTENTIAL NOISE IMPACTS FROM THE ADJACENT THUN FIELD AND PUTALLUP SPORTSMAN RIFLE RANGE.

- EACH LOT SHALL HAVE A 1/50" UNDIVIDED INTEREST IN TRACT 'A' FOR TAX PURPOSES.
- NATURAL BUFFER AREA: NO BUILDING, CLEARING, FILLING OR GRADING IS PERMITTED WITHIN THIS AREA EXCEPT FOR DANGEROUS/DISEASED TREE REMOVAL OR UTILITY INSTALLATION.

### EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO  
 PUGET SOUND POWER & LIGHT COMPANY  
 WASHINGTON NATURAL GAS,  
 PUGET SOUND CABLE TELEVISION d.b.a. VIACOM CABLEVISION  
 FIREGROVE MUTUAL WATER CO. &  
 US WEST COMMUNICATIONS

AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR 7 FEET THE FRONT AND REAR BOUNDARY LINES AND UNDER AND UPON THE EXTERIOR 2.5 FEET OF SIDE BOUNDARY LINES OF ALL LOTS, IN WHOLE OR IN PART, TO INSTALL, CONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH THE ABOVE NAMED UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES STATED. ALL PERMANENT UTILITY SERVICES SHALL BE PROVIDED BY UNDERGROUND SERVICE EXCLUSIVELY.

NORTH

SCALE 1" = 100'

### LEGEND

- DENOTES PIERCE COUNTY STANDARD MONUMENT, SET
- DENOTES MONUMENT FOUND AS NOTED.

BEARING DATUM IS 176° ST. E. - 38° 47' 04" W  
 AS PER RECORDING WARRANT 45007

### SURVEYOR'S CERTIFICATE

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

*John F. Garland* 2/29/89  
 M.F. GARLAND L.S. #18902 DATE



PAC - TECH  
 ENGINEERING, INC.  
 2001 SOUTH 35th STREET, SUITE 200  
 TACOMA, WASHINGTON 98409 (206) 473-4481  
 TELEX: 823-2138 RIG HARBOR 851-3037

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AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR CLARIDGE PARK

The Protective Covenants, Conditions, & Restrictions for Claridge Park as recorded under Pierce County Auditor's number 8906200412 are hereby amended as follows:

ARTICLE III

3.4 SIZE OF IMPROVMENTS. The total floor area of any dwelling on the property, exclusive of open porches and garages, shall not be less than 1280 square feet. In the case of split level or two-story residence, the building foot print, exclusive of open porches and garages shall contain not less than 780 square feet. In the case of tri- or multi-level residence, the building foot print, exclusive of open porches and garages shall contain not less than 640 square feet.

This amendment is being excuted pursuant to article V, paragraph 5.1 titled Amendments.

DATED: 8/28, 1989

TUCCI & SONS, INC, BY:

John V. Xitco Secretary-Treasurer

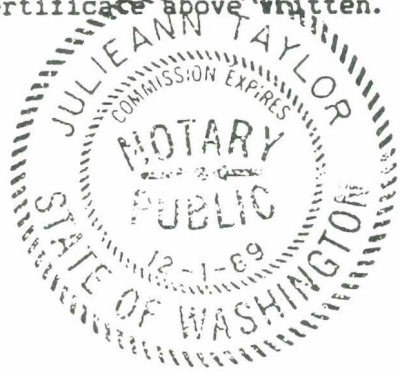
RECORDED & INDEXED  
PIERCE COUNTY AUDITOR  
BRIAN SORNTAG  
AUDITOR OFFICE CO. WASH

89 AUG 30 PM 1:05

STATE OF WASHINGTON )  
COUNTY OF PIERCE )

On this 28<sup>th</sup> day of August, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JOHN V. XITCO to me known to be the Secretary-Treasurer of TUCCI & SONS, INC., which is the Corporation executed the foregoing document and acknowledge the 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 the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.



Julieann Taylor  
NOTARY PUBLIC in and for the State of Washington, residing at Puyallup  
My commission expires: 12-1-89

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301 AMENDMENT TO THE  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CLARIDGE PARK

The Protective Covenants, Conditions and Restrictions of Claridge Park recorded under Pierce County Auditor's Number 890620-0412 and Amended under document recorded under Pierce County Auditor's Number 9101220235 is further amended as follows:

1. The following statement is added to Section 3.7:

"At no time will fences be painted. A clear finish, approved by the ACC, may be applied to protect the wood.

2. Section 3.13 is added as follows:

"All exterior light fixtures will utilize white or clear lightbulbs. No colored bulbs or colored lenses are permitted except from October 10 - 31 and Thanksgiving to January 7, for seasonal decorations.

DATED this 10<sup>th</sup> day of MARCH, 1994.

CLARIDGE PARK HOMEOWNERS ASSOCIATION

BY:

HERBERT G. BROOKS, PRESIDENT

94 MAR 15 PM 12: 57

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

-- AMENDMENT TO PROTECTIVE  
COVENANTS, CONDITIONS &  
RESTRICTIONS --

MOE BIRNBAUM, ATTORNEY  
11416 CANYON RD.  
PUYALLUP, WA 98373  
536-4811

9403150508




STATE OF WASHINGTON )  
  : ss.  
COUNTY OF PIERCE        )

On this day personally appeared before me HERBERT G. BROOKS, to me known to be the President, respectively, of CLARIDGE PARK HOMEOWNERS ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

1994. GIVEN UNDER MY HAND AND SEAL this 10 day of March

Sandra Schaefer  
NOTARY PUBLIC in and for the State  
of Washington, residing at Graham.  
My commission expires: 11-94



-- AMENDMENT TO PROTECTIVE  
COVENANTS, CONDITIONS &  
RESTRICTIONS --