

West Tapps Maintenance Company - Lakeridge side of organization Covenants

Know all men by the presents That the WEST TAPPS MAINTENANCE COMPANY, a non-profit, non-stock, Washington Corporation, hereinafter referred to as “declarants” do hereby declare as follows:

Whereas declarants are the fee owners of certain real property located in Pierce County, State of Washington, all lots in sections 16, 17, and 21 Township 20 North, Range 5 East, W.M., the exact area as designated from time to time by the Lake Tapps Development Co. Inc., according to the plat thereof on record in the office of the County Auditor of Pierce County, Washington, herein after referred to as “said property”, and

Whereas declarants desire to subject said property to the restrictions, covenants, conditions, reservations easements, and charges herein after set forth, each and all of which is and are for the benefit of said property as covenants running with the land, and each and every parcel thereof, this declaration of covenants and restrictions being for the purpose of keeping said property desirable and suitable in architectural design and use as hereinafter specified; and

Whereas the power to enforce said restrictions, covenants, conditions, reservations, easements, and charges is to reside in declarants, West Tapps Maintenance Company, it’s successors and assigns, a non-profit corporation as organized under the laws of the state of Washington, now, therefore,

Declarants do hereby declare that the above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, and charges hereinafter set forth. No property other than that described above shall be deemed subject to this declaration unless and until specifically made subject thereto. This Declaration is intended to replace any and all covenants and conditions heretofore made effecting the said property and hereby declared null and void.

Article I

General Purpose of Conditions

The said property is being subjected by this declaration to the restrictions, covenants, conditions, reservations easements, and charges hereby declared to provide the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed structures and structures built of improper materials; to insure against the highest and best development of said property; to encourage the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper set backs from the streets; and adequate free spaces between structures, and in general to enhance the value of investments made by purchasers of lots therein.

Article II

Covenants and Restrictions

1. Land Use, All lots of the said property shall be used only as herein set forth and zoned; and such designated usage can be changed only by the approval of West Tapps Maintenance Company through it's Architectural Committee, hereinafter referred to as the "Committee" as established by the West Tapps Maintenance Company. All lots platted by the Lake Tapps Development Company as described in the Declaration shall be used only for single family residence, except for such tracts as are specifically designated for multi-family and community recreation purpose.

2. Architectural Control. No structures or building shall be placed or erected upon any lot of said property which does not conform to Pierce County building regulations and the requirements of the Committee. No building or structure of any kind shall be erected, placed or altered upon any lot of the said property until the construction plans and specifications have been submitted and approved in writing by the said Committee prior to the commencement of any construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exterior of such buildings and structure are completed or suitable finished and within one year of commencement. Extension the one year limit may be granted by the Committee provided a written request is received prior to the expiration of the one year limit. All buildings shall be of new construction. The residence must be constructed and completed prior to construction of other lot improvements.

**3. Building size Limitations. No residential dwelling shall be permitted on any lot wherein the living area above grade of the structure shall be less than 1100 square feet of enclosed living area not counting garage not counting garage areas. No dwelling shall be higher than three stories; In those areas designated for multi family use, each structure shall have a minimum 1600 square feet of enclosed living area above grade, each individual unit shall have a minimum of 800 square feet of enclosed living area above grade, garage area or area for joint use shall not be considered in individual unit nor structure square footage requirements; No mobile homes shall be allowed. A mobile home shall be defined according to Pierce County 9.06.760.

Section 3 A (Auditor Fee No. 2541631) (Recorded 3/4/74)

**Building size Limitations. No dwelling shall be permitted on any lot wherein the ground floor of the structure shall be less than 800 square feet of enclosed living area not counting garage areas. No dwelling shall be higher than three stories.

Note: Depending on whether your property is located within the area that these covenants and restriction govern, you must abide by either section 3 or section 3A regarding Building sites. You must contact the West Tapps Maintenance Co. Architectural Committee to determine which section covers your property.

4. Setbacks. Dwellings shall be located on the lots in accordance with applicable county or city regulations. Outbuildings shall be constructed and located upon the lot in accordance with applicable county or city regulations. For the purpose of this covenant, unsupported eaves, uncovered decks, and steps shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot.

5. Green Belt Areas. Green belt areas as defined by the West Tapps Maintenance Company are to be left in a natural state free of any improvements, fences or restrictions which would limit or prevent access to the area except dead trees and debris may be removed. If hazardous trees are present in the green belt the committee may issue a variance to remove the hazard provided a written request from the concerned lot owner. Additional planting may be done in the green belt provided the plants are indigenous to the area and are planted in a non-uniform pattern.

6. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Determination as to what is noxious or offensive rests with the Committee.

PROTECTIVE COVENANTS (2780204) (Section B)

7. Temporary Structures. No structure of a temporary nature, basement, tent, shack, garage, trailer or camper or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling, except under a temporary written permit which may be granted upon specific time limitations of such use, in the discretion of the Committee, providing such use is in compliance with local health department regulations. This clause shall not be construed so as to prevent construction offices built during construction of the dwelling and removed promptly upon completion of said dwelling or to prevent recreational use of the property provided that the recreational use does not exceed two weeks duration at a time. Only two camping periods will be allowed per year and must be separated by one month. At the end of each camping period, all recreational use items such as travel trailers, tents, camping equipment, tools, trash and man-made debris is removed promptly at the end of the camping trip or the two weeks whichever comes first leaving the site in its natural state, providing such use is in compliance with local health departments regulations.

8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any said property, except household pets may be kept in reasonable numbers, provided such keeping does not constitute a nuisance as defined in Article II, paragraph 6 herein.

9. Refuse. No lot shall be used or maintained as dumping ground for rubbish, refuse, land clearing remains or garbage. Disposal of garbage and burning shall be in accordance with local regulations.

10. Right of Entry. The Committee shall have the right to enter upon any vacant or then unoccupied lot and after reasonable notice to the owner thereof do at the expense of the West Tapps Maintenance Company whatever is necessary to clean up and maintain the appearance thereof in a condition consistent with that of the other lots within the said property. The Committee are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure after completion shall be made only during daylight hours, with the owner's permission and upon 24 hours notice to the owner or occupant thereof.

11. Docks, Boathouses and bulkheads. All waterfront improvements such as docks, boathouses and bulkhead shall be constructed in accordance with applicable county or city building regulations, the Shore Management Act and Puget Sound Power and Light regulations. All construction shall be substantial and constructed of suitable materials. Wooden structures in the water shall be pressure treated to prevent decay.

Article III
Definitions

Whenever used in this Declaration, the following terms shall have the meaning given them this Article III.

1. "Said property" shall mean all the lots under the jurisdiction of the West Tapps Maintenance Company;
2. "Declarants" shall mean the West Tapps Maintenance Company;
3. "Owner" shall mean and include contract purchasers of lots within the said property and any person or entity acquiring title from any owner by gift, purchase, inheritance, or by any foreclosure or forfeiture, including, without intent to limit the generality hereof any and all successors in interest of any owner.

Article IV
General Provisions

1. Term. These Covenants and Restrictions are perpetual and are to run with the land and shall be binding on all parties and persons claiming under them, unless an instrument signed by a majority of the owners of all lots within the said property has been recorded agreeing to extinguish or change said Covenants and Restrictions in whole or in part.
2. Enforcement. The Declarants are hereby charged with the authority and obligation for the enforcement of this Declaration. Enforcement may be by proceedings in equity or at law against the person or persons violating or attempting or threatening to violate any of the Covenants or Restrictions hereof, either to restrain such violation or to recover damages. In the event the Declarants fail to take appropriate action for the enforcement of the Covenants and Restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall insure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceedings whether in equity or in law shall have from its opponent such attorney's fees as the court may deem reasonable.
3. Severability. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court shall in no way affect any of the provisions hereof, which shall remain in full force and effect.

4. Amendment of Declaration. This declaration may be amended at any time by an affirmative vote of a majority of the then owners of all lots within the said property.

Amendment to Protective Covenants which were recorded March 4, 1974 under Auditor's fee No 2541631, contained in instrument recorded July 26, 1974 under Auditor's fee No. 25604044 as follows:

WHEREAS, the West Tapps Maintenance Co., a Washington corporation, desires to more specifically describe the lots intended to be covered by said Covenants or Restrictions.

NOW, THEREFOR, The West Tapps Maintenance Co., a Washington corporation hereby states that said Covenants or Restrictions affect only the lots and Blocks included within the recorded Plats of Interlake Island Addition No. 1 as per map thereof recorded in Book 25 of Plats at Pages 19 and 20, records of Pierce County Auditor; Lake Tapps Banker's Island No. 1 as per map thereof recorded in Book 40 of Plats at Pages 11 and 12, records of Pierce County Auditor; Lake Tapps Lakeridge, as per map thereof recorded in Book 27 of Plats at Pages 36 to 40, inclusive, records of Pierce County Auditor Lake Tapps Lakeridge No. 2 per map thereof recorded in Book 29 of Plats at Pages 36, 37 and 38, records of Pierce County Auditor; Lake Tapps Lakeridge No. 3 as per map thereof recorded in Book 30 of Plats at Pages 26 and 27, records of Pierce County Auditor; Lake Tapps Lakeridge No. 4 , as per map thereof recorded in Book 33 of Plats at Pages 9,10 and 11, records of Pierce County Auditor; Lake Tapps Lakeridge No. 5 as per map thereof recorded in Book 34 of Plats at Pages 47 to 50, inclusive, records of Pierce County Auditor and Lake Tapps Lakeridge No. 8, as per map thereof recorded in Book 44 of Plats at Pages 56 to 59, inclusive, records of Pierce County Auditor.