

## **West Tapps Maintenance Company - The Ranchettes Covenants**

In order to preserve the natural beauty and desirable environment of the Lake Tapps area and to provide for the control of structures to be erected thereon, improvements to be made thereon, and the use thereof in general, the following restrictions are hereby declared to be covenants running with the land and binding upon future owners, their heirs, successors and assigns, and subject to which covenants the following described property shall be leased, held, used, occupied and developed:

Those lands owned by Lake Tapps Development Co. in sections 17, 18,20, and 21, T.20n, R.5E, W.M. Pierce County, WA.

And said restrictions and covenants are as follows:

1. All tracts or subdivided portions of tracts and improvement shall be used for single family residential purposes and uses incidental thereto only, except those certain tracts designed by the Lake Tapps Development Co. for future commercial and/ or multi- family uses.
2. Unless specifically provided for in the contract of sale or deed, no tract shall be subdivided into more than four parts during the ten-year period following its sale by the company.
3. Any proposed subdivision of a tract must be approved by the Lake Tapps Development Co. or its designated agent and by the Pierce County Planning Department. In connection with approval of proposed subdivisions the owner shall submit to Lake Tapps Development Co. in duplicate preliminary sketches of the proposed subdivision and a letter explaining in detail the nature of the proposed subdivision with respect to access, utilities, restrictions, and any other information pertinent to the thorough review of the proposition. The Company shall reply to the application for approval within 60 days, or the application shall be deemed approved.

When approval of the Company has been received the owner shall submit the above required information together with any other information requested to the Pierce County Planning Department for review and approval. No sale of lots in a proposed subdivision shall be made and no physical improvements such as roads or utilities relating to the proposed subdivision shall be constructed until the approval of both the seller and the Pierce County planning Department have been obtained.

4. In the case of subdivision of a tract, the minimum county zoning restrictions shall apply unless minimum lot size is further limited by other provisions contained herein or in the contract of sale or deed.
5. Any structure or dwelling built or placed on any tract, must be approved by the Control Committee prior to commencement of construction, in addition with approval by the Control Committee of structures or dwellings a simple preliminary plan showing the overall dimensions and front elevation together with location on the lot shall be submitted to the Control Committee in duplicate for approval or disapproval. No construction or installation says be permitted prior to approval of the Control Committee provided that if the Control Committee fails to give notice within 60 days following submission of the plan, the plan shall be deemed acceptable. The exterior of any structure or dwelling must be completed within one year from the commencement of construction.

6. No individual sewage disposal system will be permitted on any tract unless such system is designed, located and constructed in accordance with the legal regulations, laws and ordinances of Pierce County and the State of Washington.

7. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Cats, dogs, or other household pets may be kept but not for any commercial purpose.

Riding horses, cattle and other livestock may be kept, but not for any commercial purpose. Household pets and livestock shall be controlled and contained to prevent their straying onto adjacent tracts or streets. No tract shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers; no debris, old cars or machinery, or lumber and building materials shall be stored on any tract, except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat and workmanlike manner during construction of said dwelling.

All building materials and debris shall be cleaned up and removed from the tract within 30 days following the completion of a dwelling. The exterior of any dwelling must be completed within 1 year from the commencement of construction. No tract shall be kept in a condition that, in the opinion of the Control Committee constitutes an annoyance or nuisance to the neighborhood or detracts from the general appearance of the area.

8. Lake Tapps Development Company reserves to itself and to its successors and assigns, an easement ten feet in width parallel with all tract boundary lines for purposes of bridle trails, screening, installation and maintenance of utilities, and drainage, provided, that said easement shall be 20 feet in width where not bordered by another tract. No fences or other structures shall be constructed within said easements.

9. In order to preserve cover and screening between adjacent tracts no trees shall be cut within 50 feet of the boundaries of said tracts, unless written approval of specific cutting plane is obtained from the Lake Tapps Development Company or its authorized agent.

10. The Lake Tapps Development Company reserves to itself and to its successors and assigns, a flooding easements up to the contour line elevation 641. Said 641 elevation shall be based on a benchmark as described in the deed from Puget Sound Power and Light Company to Lake Tapps Development Co., Inc. as filed under Auditor's file No. 1686523 in volume 1063, pages 485 through 495, Records of Pierce County, Washington.

11. The Lake Tapps Development Company reserves to itself and to the West Tapps Maintenance Company an easement for pedestrian access and lake shore maintenance ten feet in width parallel with and adjacent to the water's edge along the lake shore as it may vary from time to time.

12. The use of firearms within said plat is prohibited.

13. No motor vehicle including motorcycles, motor scooter, A.T.V.'s etc., shall be operated on any of the property conveyed herein, or on adjacent roads, in a unsafe manner or in such a way as to create, in the opinion of the Lake Tapps Development Company, the West Tapps Maintenance Company, or their agents, an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for

licensing, equipment and operation. These covenants and each and every part thereof shall run with the land and shall be binding upon all parties and all persons claiming under them, and having any interest in any of the above described lands until June 1, 1999, after which time these covenants shall automatically be extended for successive periods of (5) years, unless an instrument signed by a majority of the then owners of the tracts is recorded, agreeing to modify or revoke these covenants in whole or in part.

Enforcement of these covenants shall be by proceeding of law or in equality against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damage therefor, and may be brought by any tract owner damaged, or by the Lake Tapps Development Co., or the West Tapps Maintenance Company.

Invalidity of any of these covenants as determined by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect:

Amendment to Protective Covenants which were recorded August 1, 1974 under Auditor's fee 2564968, contained in instrument recorded October 10, 1975 under Auditor's fee No. 2629222, as follows:

Whereas certain Protective Covenants affecting all lands owned by Lake Tapps Development Co., Inc. in sections 17, 18, 20 and 21, Township 20 North, Range 5 East, W.M., Pierce County, Washington were executed by Lake Tapps Development Co., Inc., a Washington corporation, and were recorded on August 1, 1974 under Pierce County Auditor's Fee No. 2564968.

Whereas, the Lake Tapps Development Co., a Washington corporation desires to more specifically describe the lands intended to be covered by said Protective Covenants.

Now, therefore, the Lake Tapps Development Co., Inc., a Washington Corporation, hereby states that Said Protective Covenants affects only those lands covered in Pierce County Survey No. 425, recorded in book 5 of Surveys at page 25, records of Pierce County Auditor.

Said Covenants were amended by instrument recorded May 26, 1976, under Auditor's Fee No. 2667280, as follows:

Whereas the undersigned being the Owners, Contract Purchasers and Mortgagees of the Tracts in LAKERIDGE RANCHETTES NO. 1; LAKERIDGERANCHETTES NO. 2; LAKE RIDGE RANCHETTES NO. 3; LAKE RIDGE RANCHETTES NO. 4 and LAKE RIDGE RANCHETTES NO. 5; as shown in Pierce County Survey No. 425, recorded August 1, 1974 in Book 5 Of Surveys at Page 25, records of Pierce County Auditor, consider it to be in their best interests to modify the Protective Covenants thereon recorded August 1, 1974 under Auditor's Fee No. 2564963.

Now Therefore in consideration of Mutual benefits said parties agree that item Number 1 of said Protective Covenants which reads as follows:

All tracts or subdivided portions of tracts and improvements shall be used for single family residential purposes and uses incidental thereto only, except those certain tracts designated by the Lake Tapps Development Co. for future commercial and/ or multi-family uses.

Shall be and hereby is modified to read as follows:

All tracts or subdivided portions of tracts and improvements shall be used for single family residential purposes and uses incidental thereto only except tracts 1,2,3,4,5 and 6 of LAKERIDGE RANCHETTES NO. 1 and tract 1 of LAKERIDGE RANCHETTES NO, 4 as shown on Pierce County Survey No. 425, recorded August 1, 1974 in book 5 of surveys at page 25, records of Pierce County Auditor, which may be used for single family residential, commercial and/or multi-family uses.

All Other restrictions and covenants contained therein shall remain unchanged.