

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

POINTE WOODWORTH

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COVENANTS, CONDITIONS AND RESTRICTIONS FOR POINTE
WOODWORTH

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Fee Amt: \$14.00

Return Address

Gordon, Thomas, Honeywell, Malanca,
Peterson & Daheim, P.L.L.C.,
P.O.Box 1157
Tacoma, WA 98401-1157
Attn: Stephanie A. Arend

ORIGINAL

Please print or type information.

Document Title(s) (or transactions contained therein):

First Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Pointe Woodworth

Grantor(s) (Last name first, then first name and initials)

1. Woodworth & Co., Inc.
- 2.
3. Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials)

1. Pointe Woodworth Homeowners' Association
- 2.
3. Additional Names on Page _____ of Document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

A portion of the SW 1/4 of Section 25, Township 21 North, Range 3 East, Willamette Meridian, City of Tacoma, Pierce
County, Washington.

Full Legal Description on Page 4 of Document.

Reference Number(s) of Documents Assigned or Released:

9810220168

Additional Reference Numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

03-21-25-3-003; 03-21-25-3-004; 03-21-25-3-044; 03-21-25-3-045; 03-21-25-3-016; 03-21-26-4-
071,500199-183-0

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the
accuracy or completeness of the indexing information provided herein.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR POINTE WOODWORTH

THIS DECLARATION is made on the 14th day of October, 1998, by WOODWORTH & CO., INC., a Washington Corporation ("Developer").

BACKGROUND

A. Developer owns certain real property in Tacoma, Pierce County, Washington, on which it is developing the phased residential community of "Pointe Wood-worth." The first phase of Pointe Woodworth is legally described on Exhibit "A" to this Declaration.

B. Developer has created a general plan of development for the benefit of all of the property within Pointe Woodworth. Developer desires to preserve and enhance the property values, amenities, and opportunities in Pointe Woodworth and to provide for the health, safety and welfare of the residents. To this end, Developer subjected the property to the covenants, restrictions, easements, charges and liens set forth in the Declaration recorded with the Pierce County Auditor under File Number 9802130208. Developer desires to replace and supersede that Declaration in its entirety with this Declaration.

C. Developer will incorporate, as a nonprofit corporation, the Pointe Woodworth Homeowners Association, to provide a mechanism for meeting the purposes of this Declaration.

DECLARATION

Developer hereby declares that the property described in Exhibit "A", with additional phases added later under Article II, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

Further, Developer delegates and assigns to the Pointe Woodworth Homeowners Association the power of owning, maintaining, and administering the Common Areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the recreation, health, safety, and welfare of the residents,

ARTICLE I

Definitions

Section 1.1. "Approval" means written approval, or any written waiver of approval rights or the issuance of a letter of "no objection."

Section 1.2. "Association" means the Pointe Woodworth Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" means the Board of Directors of the Association.

Section 1.4. "Builder Owner" means an owner which is a licensed contractor, having purchased the lot for the purpose of constructing a home for sale to others.

Section 1.5. "Common Areas" means all real property and improvements: (a) owned or leased by the Association; (b) in which the Association has an easement (excepting easements for maintaining Lots) for the use, enjoyment or benefit of the Members, and specifically including the Office-Site Storm Drainage Easement described in the plat of Pointe Woodworth, Phase I; or, (c) in which Members of the Association have an undivided interest. The term will also include the common areas and/or tracts depicted on the plats of later phases from the time the Declaration is made applicable to those phases.

Section 1.6. "Declaration" means the covenants, conditions, and restrictions and all other provisions set forth in this Declaration, as they may from time to time be amended.

Section 1.7. "Developer" means Woodworth & Co., Inc., a Washington corporation, and its successors and assigns, but only if the rights of Developer are specifically assigned to the successors in writing.

Section 1.8. "Development Period" means the time from recording of this Declaration until the earlier of the following events: (a) the date on which the Developer has transferred title to the last house on the last Lot to an Owner other than a Builder Owner; or (b) June 1, 2005; or (c) the date on which Developer relinquishes its Developer rights in writing.

Section 1.9. "Federal Mortgage Agencies" means those federal agencies which may have an interest in the properties, such as the Federal Housing Administration, the U.S. Department of Veteran's Affairs, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the successors to their interests.

Section 1.10. "First Mortgagee" means a lender who holds the first mortgage on a Lot and who has notified the Association in writing of its holdings.

Section 1.11. "Lot" means any numbered parcel of land shown upon any recorded subdivision of the Property, with the exception of the Common Areas.

Section 1.12. "Member" means every person or entity who holds membership in the Association.

Section 1.13. "Mortgage" shall include a deed of trust or other security instrument.

Section 1.14. "Notice" means written notice delivered personally or mailed to the last known address of the intended recipient.

Section 1.15. "Owner" means every person or entity, including Developer, which is an Owner of record of the fee simple title to any Lot, or if any Lot is sold under real estate contract, the vendee or vendees under the contract; provided, however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

Section 1.16. "Person" means a natural person, corporation, partnership, limited partnership, limited liability company, proprietorship or trust.

Section 1.17. "Property" means and refers to the real property described with particularity in Exhibit "A," together with all or any portion of the real property described with particularity in Exhibit "B," when and if it is submitted to the terms of this Declaration under Article II.

Section 1.18. "Tract" means any lettered parcel of land shown upon any recorded subdivision of the Property, all of which will be conveyed to the Association.

ARTICLE II

Property

Section 2.1 Generally. Pointe Woodworm shall be developed in phases. Initially, this Declaration applies only to the property described in Exhibit "A," which consists of the plat of Pointe Woodworm, Phase I as recorded with the Pierce County Auditor under File No. 9802190149.

Section 2.2 Submission Without Approval of Membership. At any time during the Development Period, Developer may unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B," provided that Developer then owns such property. Developer is under no obligation to submit any additional property to the provisions of this Declaration. Developer also may unilaterally assign the right, privilege and

option to submit property to this Declaration which is herein reserved to Developer, provided that the transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such assignment is memorialized in a written, recorded instrument executed by Developer.

Section 2.3 Additional Covenants and Easements. Developer may unilaterally subject any portion of the Property submitted to this Declaration initially or by Supplemental Declaration to additional or amended covenants and easements; provided that such additional or amended covenants and easements do not materially and adversely affect the substantive rights of an Owner or the tide to any Lot. Such additional or amended covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrent with or after the submission of the subject property, and shall require the written consent of the Owners of such property if not Developer.

Section 2.4 Supplemental Declaration. Any changes in the Property shall be evidenced by, and effective upon, recording a Supplemental Declaration with the Pierce County Auditor. The Supplemental Declaration shall describe the property being added; and shall be signed by the Developer and the owner of the property if not Developer.

ARTICLE III

Common Areas

Section 3.1. Developer to Convey. Common Areas shall initially consist of: the private roads and utilities within the Property (including all storm drainage facilities); the off-site drainage easement depicted on the plat of Pointe Woodworm, Phase I; Tracts A, B, and C; the entry gate; entry signage; lighthouse and related landscaping. Additional Common Areas may be created by the Developer in subsequent phases and will include the slopes around the developed portion of the Property. All Common Areas and improvements shall be owned by the Association.

Section 3.2. Improvements. The Developer has constructed an entrance monument, with associated landscaping, lighting, and irrigation. Additional Common Area improvements may be constructed and installed by the Developer.

Section 3.3. Delegation of Use. Any Owner may delegate his/her right of enjoyment to the Common Areas and facilities to the members of his/her family, tenants, or guests, subject to the limitations set forth in this Declaration.

ARTICLE IV

Association

Section 4.1. Form of Association. The Association shall be or is organized as a nonprofit corporation under the laws of the State of Washington, ch. 24.03 RCW. and shall be known as Pointe Woodworth Homeowners Association.

Section 4.2. Membership. Every Owner of a Lot (including Developer) shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 4.3. Membership Classes. The Association shall have two (2) classes of voting membership:

(a) Class "A." The Class "A" Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be divisible and exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class "B." The Class "B" Member shall be the Developer, who shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes in the Class "A" membership equal the total votes in the Class "B" membership; or,

(ii) On June 1, 2005; or,

(iii) When Developer, in writing, voluntarily relinquishes control.

Section 4.4. Board of Directors.

(a) The Association shall be managed by a Board of Directors, elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association. Notwithstanding the foregoing, the Developer shall have the right to appoint all Members of the Board of Directors during the Development Period as discussed in Section 4.5 below. During the Development Period, Board Members need not be Owners or Members, except as noted in Section 4.5.

(b) The Board (or its Architectural Control Committee) shall have the authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration.

(c) Neither the Board nor any of its Members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the Board for approval or for failure to approve any matter submitted to the Board. The Board or its Members may consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the Board.

Section 4.5. Developer's Special Rights, During Development Periods During the Development Period, the Developer shall have the right to appoint all Members of the Board of Directors. At such time as at least ten homes in Pointe Woodworth are occupied by resident owners, at least one Member of the Board of Directors shall be an Owner of property within Pointe Woodworth. Upon termination of the Development Period, the Developer shall provide written notice to all Owners advising that the Development Period has expired and establishing a time and place for a Members' meeting to elect a replacement Board of Directors. Notwithstanding any other provision of the Articles, Bylaws or this Declaration, the presence of at least five Owners (other than Developer) shall constitute a quorum at this meeting.

Section 4.6. Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice, and without cause upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year and shall be renewable by agreement of the parties for successive one (1) year periods. The Members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors.

ARTICLE V

Easements

Section 5.1. Owners' Easement of Enjoyment. Each Owner shall have a right and a nonexclusive easement of enjoyment in and to the Common Areas and for ingress and egress over and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

(b) The right of the Association to dedicate or transfer by deed or easement all or any part of the Common Areas to any public agency, authority, or utility. No such dedication or transfer shall be effective without the approval of two-thirds (2/3) of each class of Members, and approval by the First Mortgagees as set forth below.

(c) The right of the Association to suspend the voting rights of an Owner for the period during which any assessment against the Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations. Any Owner may delegate his or her right of enjoyment to the Common Areas to the Members of his or her family, tenants, or guests, subject to the limitations set forth above.

Section 5.2. Easement for Association. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes;

(a) The cleaning, maintenance, or repair of any home or Lot as provided in Article VII (this easement shall also include the reasonable right of entry to the interior of any building, to the extent necessary to perform the work described in that section).

(b) The maintenance, repair, replacement, or improvement of any Common Area accessible from that Lot.

(c) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or the improvements thereon.

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Owner.

Section 5.3. Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section 5.4. Easement for Developer. The Developer shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary for or related to the development or maintenance of Pointe Woodworth. Under the authority granted in Article II, the Developer also has the right to add subsequent phases to the project extending the easements under this Declaration to additional phases of the overall development.

Section 5.5- Easements for Drainage and Utility Purposes. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over the front and rear ten feet (10') of each Lot subject to this Declaration, as well as on other portions of certain Lots which have been established of record on the face of the final plat map or by recording of a separate instrument. Within these easements, no structure, planting, or

other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in and/or on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company, or the Association, is responsible.

Section 5.6. Easement for Entrance Monument. The Association and its agents shall have an easement over and across a portion of 19th Street NE, as shown on the plat of Pointe Woodworm, Phase I, for the purpose of repairing and maintaining the entrance monument and associated landscaping.

ARTICLE VI

Assessments

Section 6.1. Covenants and Creation, of Lien or Maintenance Assessments.

(a) Each Owner of a Lot by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) annual assessments or charges to fund common expenses for the general benefit of all Lots; (ii) special assessments for capital improvements; and (iii) specific assessments to provide specific benefits or services to specific Lots.

(b) The annual, special and specific assessments, together with interest, costs and reasonable attorney's fees shall be a charge and continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in the same manner as a Mortgage or Deed of Trust on real property.

(c) Each assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

Section 6.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property; the improvement, insurance, maintenance and repair of the Common Areas, exteriors of buildings, and landscaping, and the services and facilities related to the use and enjoyment of said areas; and, fulfilling the Association's responsibilities under this Declaration.

Section 6.3. Maximum Annual Assessments. The Board of Directors shall establish the maximum annual assessment which may, from time to time, be increased subject to the conditions and limitations set forth in this Article.

Section 6.4. Board to Adopt Budget. The Board of Directors shall adopt the annual budget, including annual and special assessments, at least forty-five (45) days prior to the start of the fiscal year. In the event the Board fails to fix an annual budget for any fiscal year, then the budget established for the prior year shall automatically be continued until such time as the Board acts. The annual budget shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis.

Section 6.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.

Section 6.6. Specific Assessments. The Board may specifically assess against particular Lots expenses incurred by the Association to provide specific benefits, items, or services made necessary by the conduct of the Owner, or its licensees, invitees, or guests, including but not limited to damage to Common Areas. Specific Assessments may be levied by the Board after notice to the Owner and an opportunity for a hearing.

Section 6.7- Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots assessed.

Section 6.8. Ratification of Budget. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association pursuant to Sections 6.4 or 6.5 of this Article, the Board shall set a date for a meeting of the Owners to consider ratification of the budget. Written notice of any such meeting shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting and shall include a statement of the purpose for which the meeting is to be held. Unless at that meeting the Owners of a majority of the votes in the Association are allocated reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 6.9. Commencement of Annual Assessments. The annual assessments shall commence as to each Lot within the Property on the first (1st) day of the month following the

first sale of the Lot. The First annual assessment on any Lot shall be adjusted according to the number of months remaining in the calendar year.

Section 6.10. Certificate. The Association shall upon demand furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 6.11. Effect of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid when due shall be delinquent. A late charge equal to five percent (5%) of the amount overdue shall be charged for any payment made more than ten (10) days past the due date. In addition, if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and if not paid within sixty (60) days the Association may file a lien against the Lot. The Association may bring an action at law against the Owner obligated to pay the assessment, or, when deemed necessary, may foreclose on the lien after sixty (60) days but prior to ten (10) years from date of assessment, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for annual or special assessments by nonuse of the Common Areas or by abandonment of his or her Lot.

Section 6.12. Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee of a Mortgage of record or other purchaser of a Lot obtains possession of the Lot as a result of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his or her successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his or her successors and assigns.

Section 6.13. Exempt Property. The following Property shall be exempt from the payment of annual and special assessments:

- (a) All portions of the Property dedicated to and accepted by a local public authority.
- (b) The Common Areas and other areas set aside for nonresidential use.

ARTICLE VII

Maintenance

Section 7.1. Association Obligation- The Association shall be obligated to maintain, repair and replace the Common Areas in as good or better of a condition as when it is first installed by the Developer. All expenses incurred in performing this work shall be paid for by the Association and become part of the assessments described above. However, any work required as the result of the negligent or intentional act or omission of any Owner or his or her guests, family or tenants shall be paid for exclusively by such Owner and shall become part of the specific assessments levied against the Lot owned by such Owner.

Section 7.2. Owners' Obligation.

(a) Each Owner shall have the obligation to maintain his or her Lot and any building or improvements located on the Lot to standards appropriate for a first-class residential community.

(b) Each Owner is also obligated to maintain any landscaping installed between the Lot boundary and the curb of adjacent streets.

If the Owner of any Lot fails to so maintain the Lot, buildings, and other improvements to those standards, the Association, after approval by at least a sixty percent (60%) vote of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to clean, repair, maintain, and restore the Lot and the exterior of the buildings and other improvements, provided, however, that any structural alteration or demolition of constructed improvements may only take place after judicial proceedings are instituted. The cost of such exterior maintenance and all court costs, and attorney's fees incurred in enforcing this provision shall be added to and become part of the assessments for such Lot.

ARTICLE VIII

Architectural Control Committee

Section 8.1. Appointment and Membership. There is hereby constituted an Architectural Control Committee (the "ACC") consisting of not less than three (3) nor more than seven (7) persons. The Declarant shall have the initial right to select the Members of the ACC. A majority of the ACC may designate a representative to act for it, which representative shall be know as the Control Architect. Upon the title transfer of the last house on the last Lot to an Owner other than a Builder Owner (or earlier upon written notice from the Declarant), the right to appoint members of the ACC shall pass to the Board of Directors of the Association.

Section 8.2. Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request.

Section 8.3. Duties. The ACC shall have the authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration.

Section 8.4. Meetings: Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. "Unless authorized by the Association, neither the members of the ACC nor the Control Architect shall receive any compensation for their services. All Members and the Control Architect shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

Section 8.5. No Waiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

Section 8.6 Liability. Neither the ACC nor any of its Members shall be liable to the Association nor to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval or for failure to approve any matter submitted to the ACC. The ACC or its Members may consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the ACC.

ARTICLE IX

Architectural and Landscape Control

Section 9.1. Approval of Plans Required. Except as provided in **Section 9.2** below, none of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC:

- (a) The construction of driveways.
- (b) The construction or erection of any building (including outbuildings), garage, sign, fence, wall or other structure, including the installation, erection, or construction of any solar collection device,
- (c) The remodeling, reconstruction, or alteration (including the painting) of any building or other structure or driveway.

(d) The planting of any tree which may grow to a height in excess of 16 feet.

Section 9.2. Approval Not Required. Notwithstanding any provision of this Declaration, the approval of the ACC shall not be required for action taken by Developer to develop the Property as a residential subdivision, including the initial construction of associated improvements.

Section 9.3. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two (2) sets of plans and specifications showing:

- (a) The size and dimension of the improvements;
- (b) The exterior design, to include the roof;
- (c) The exterior color chart;
- (d) The exact location of the improvement on the Lot;
- (e) The location of driveways and parking areas;
- (f) The scheme of drainage and grading;
- (g) The proposed landscaping (which shall include the area between the curb and the sidewalk on the road frontage side of the Lot); and,
- (h) Proposed outdoor lighting.

Approval of such plans and specifications shall be evidenced by written notation on such plans and specifications, one (1) copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The ACC shall make its decision with thirty (30) business days from the date the completed plans and specifications are submitted. Failure to approve or deny plans and specifications within that period shall be deemed approved,

Section 9.4. Criteria, for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is contrary to these covenants, other covenants covering the Property, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community because of unreasonable view impact on neighboring properties, or because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan. In evaluating view issues, the ACC shall consider: (1) the right of the

Owner to utilize its property; (2) the interests of the Owner or future Owner with the impacted view; and, (3) the overall interest of the community in maintaining the value and quality of the overall project.

Section 9.5. Conformity With Approved Plans. It shall be the responsibility of the ACC to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the action. If the ACC shall determine that the action does not comply with the plans and specifications as approved, it shall notify the Owner within that sixty (60) day period, and the Owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such other steps as the ACC shall designate.

ARTICLE X

Permitted and Prohibited Uses

Section 10.1. General. All Lots shall be used solely and exclusively for private one-family residences with appurtenant garages. A building site shall consist of not less than one (1) Lot as shown on the recorded plan. No Lot shall be divided except that, with the permission of the Board of Directors and the City of Tacoma, the boundary between two Lots may be adjusted- Any building or structure to be erected, constructed or maintained shall be commensurate in quality with the other homes in the subdivision.

Section 10.2. Business and Commercial Use of Property Prohibited. No trade, craft, business or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried out in any house, garage, or within the Property itself, unless the following conditions are met: (1) the building associated with the business or commercial use must serve as the primary residence for that building's Occupant; (2) no vehicle associated with the business or commercial use shall be parked outside of an enclosed garage for more than three days; (3) the existence or operation of the business is not apparent or detectable by sight, sound, or smell, from outside the building; (4) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Lot Owners; and, (5) no goods, equipment, vehicles, and/or materials and supplies used in connection with any trade, service, or business shall be kept, parked, or stored outside of a building, or garage, for more than three days without being removed. However, the Developer and Builder Owners may store construction materials and equipment on Lots in the normal course of construction on the Property. No activities shall be engaged in on any Lot which is or may become an annoyance or nuisance to the surrounding Owners. Notwithstanding the foregoing, the Developer and Builder Owners shall have the right to construct one or more model homes, with a sales office, so long as the Developer or Builder Owner owns a Lot within the Property.

Section 10.3. Dwelling Quality. No homes shall be permitted on any Lot without the prior approval of the ACC. It is the intention and purpose of these covenants to assure that

all homes shall be of a quality of workmanship and material and substantially the same or better than that which can be produced on the date these covenants are recorded.

Section 10.4. Exterior Finish. The exterior of all construction on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping. Exterior colors shall be of the flat, non-gloss type, and shall be limited to subdued tones. Exterior trim fences, doors, railings, decks, eaves, gutters, and the exterior finish of all garages, and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

Section 10.5. Landscaping. Backyards must be completely landscaped or fenced within six months of occupancy.

Section 10.6. Animals. No animals, livestock (including pigs) or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, provided further that no more than three (3) pets beyond the age of 4 months shall be allowed per household. Under no circumstances are more than two dogs and one cat, or two cats and one dog allowed per household. Under no circumstances shall any snakes or reptiles be brought onto or remain on the Property. Dogs shall be restrained to the Owner's Lot and shall not be allowed to run at large. Leashed animals are permitted within rights-of-way when accompanied by their Owners. No dog or pens or runs are permitted. Owners must pick up and carry waste left by their pets.

Section 10.7. Garbage and Refuse Disposal. No garbage, rubbish or cuttings shall be deposited on or left on a Lot or anywhere on the Property. Garbage cans and recycling bins provided by the City of Tacoma shall be placed within each Owner's garage, unless that Owner has a concrete pad poured, at that Owner's expense, on the Lot in a place suitably screened from public view. Garbage cans and recycling bins shall not be placed at the curb any earlier than twelve (12) hours prior to pick-up, and shall be removed from the curb no later than twelve (12) hours after pick-up. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or other such materials from any Lot or any street which were deposited by him within two (2) days following the date on which notice is mailed to him or her by the Association, the Association may have such materials removed and charge the expense of such removal to the Owner in addition to the assessments made upon him or her under the provisions of Article V.

Section 10.8. Nuisances. No noxious or undesirable thing or noxious or undesirable use shall be permitted or maintained upon the Property. If the Board of Directors or the Association shall determine that a use is noxious or undesirable, such determination shall be conclusive. The use of illegal fireworks and the use of motorcycles for purposes other than transportation to and from Pointe Woodworth shall be considered a nuisance and are prohibited.

Section 10.9. Signs. No sign of any kind shall be placed on the Property, except:

- (a) signs, approved by the Board, identifying the Owner and address; and,
- (b) signs designating a Lot or residence for sale or rent.

No such signs shall be of a size greater than five (5) square feet and shall not be of a nature offensive or obnoxious to persons owning a Lot or Lots within the Property. No business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed. Political signs are permitted, subject to the size limit set forth above.

None of the foregoing provisions shall apply to signs placed upon the Property by the Developer during the Development Period; provided, however, that all signs must be consistent with the original colors and design selected by the Developer.

Section 10.10. Oil and Mining Operations. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pit, soil removing or topsoil stripping shall not be permitted on any of the Lots of the Property except by the Developer, during the Development Period. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 10.11. Individual Water Systems. No individual water supply systems shall be permitted on any Lot.

Section 10.12. Fuel Tanks and Above Ground Structures. No fuel tank shall be maintained on any Lot. In addition, no elevated tanks of any kind, shall be erected, placed, or permitted on any Lot; provided that nothing herein shall prevent the Developer or its assigns, from erecting, placing, or permitting the placing of tanks and water system apparatus on the Property. Any tanks used in connection with any Lot must be buried or walled sufficiently to conceal them from the view from neighboring areas, Lots or streets. All clotheslines, garbage cans, equipment, coolers, woodpiles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring Lots, Common Areas, or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

Section 10.13- Excavation. Except with the permission of the ACC, or except as may be necessary in connection with the construction of any improvement, no excavation shall be made nor shall any dirt be removed from a Lot.

Section 10.14. Natural Drainage. Except with the approval of the ACC, the natural drainage of any Lot shall not be changed.

Section 10.15. Exterior Lighting. Exterior lighting of any sort which is visible from any street or from any other Lot in the Property shall not be installed without first obtaining the approval of the ACC.

Section 10.16. Vehicle Parking. Adequate off-street parking for at least four cars shall be provided on each Lot. At a minimum, a two-car garage will be provided, plus a driveway for two additional cars. No vehicle may be parked on any Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Only the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot. Under no circumstances may a vehicle be stored on any portion of a street, alley, or Lot, except within a garage.

If an Owner refuses to remove a vehicle parked or otherwise in violation of this Section or Sections 10.17 or 10.18, the Board of Directors shall have the power to remove the vehicle at the Owner's expense.

Except with the approval of the Board of Directors, Owners at no time shall keep or permit to be kept on their Lot any house trailer, unattached camper, recreation vehicle (R.V.), mobile home, boat or boat trailer, unless the same is housed within a garage, provided, however, that such vehicles may be parked in a driveway or on the street for no longer than forty-eight (48) hours, to load, unload, or clean said vehicle- At no time shall Owners be "permitted to keep tractor-trailers (or other large trucks) on their Lot or parked in the streets on the Property.

Section 10.17. Repair of Vehicles or Equipment. No vehicles, motorcycles or other motorized apparatus, operable or inoperable, shall be stored on a Lot or the streets within the Property. No mechanical repairs shall be conducted upon the Lot, except minor maintenance and mechanical work by a resident of the Property on said resident's private vehicle, provided that any such conduct be in a manner which is not offensive to persons residing in the neighborhood, is not unsightly, does not result in unusual noise or debris being placed upon the Lot and is in keeping with the residential development.

Section 10.18. Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when in the opinion of the Board of Directors, its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him or her by the Board of Directors, the Board of Directors may have the vehicle removed and charge the expense of such removal to the Owner in addition to the assessments made upon him or her, in accordance with Article V.

Section 10.19. Utility Lines; Radio and Television Antennas. No overhead lines or wires for the transmission of electric current or television or telephone signals shall be

constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building. No exterior aerials, antennas or microwave receivers (satellite dishes) larger than one meter in diameter for television and other purposes shall be permitted to be installed on any Lot. Exterior aerials, antennas or microwave receivers (satellite dishes) smaller than one meter in diameter are permitted upon obtaining approval from the Board; provided, however, that no such equipment shall be installed on the front of any building or in a location where it can be viewed from any street or other home.

Section 10.20. Firearms. No firearms, including BB guns and the like, shall be discharged upon the Property.

Section 10.21. Authority to Adopt Additional Rules and Restrictions. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the Property, provided such rules and restrictions are consistent with the purpose of this Declaration, and to establish penalties for violation of those rules and restrictions. Copies of adopted rules and restrictions, along with the established penalties shall be available to all Members upon request.

ARTICLE XI

Insurance Requirements

The Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for a residential development project established by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, U.S. Department of Veteran's Affairs, and Government National Mortgage Association, so long as any of them are a mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not reasonably available or has been waived in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, U.S. Department of Veteran's Affairs, and Government National Mortgage Association.

ARTICLE XII

Damage or Destruction

Section 12.1. Insurance Proceeds Sufficient. In the event of damage or destruction to all or part of the Common Areas, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

Section 12.2. Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in

no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement, and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty-one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction shall not be permitted without the prior written approval of at least sixty-seven percent (67%) of the first mortgagees (based on one (1) vote for each first Mortgage owned) or Owners (if there is no first mortgage on that Lot) of the Lots.

ARTICLE XIII

Condemnation

Section 13.1. Partial Condemnation. In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Areas, and any balance remaining shall be distributed to the Association.

Section 13.2. Total Condemnation. In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu or in avoidance thereof, the condemnation award shall be distributed to the Association.

Section 13.3. Mortgagee Protection. No proceeds received by the Association as the result of any condemnation shall be distributed to a Lot Owner or to any other party in derogation of the rights of the First Mortgagee of any Lot.

ARTICLE XIV

Mortgagees' Protection

Section 14.1. Definitions. As used in this Declaration: (1) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (2) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and, (3) "institutional holder" means a mortgagee which is a bank or savings and loan association or established Mortgage company, or other entity chartered under federal or state laws. any corporation or insurance company, or any federal or state agency.

Section 14.2. Approval. The prior written approval of at least seventy-five percent (75%) of the First Mortgagees (based on one vote for each first Mortgage owned) of the individual Lots shall be required for any of the following:

(a) Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Association, including, but not limited to, any amendment which would change the ownership interests of the Owners in this project (except when added phases authorized by this Declaration), change the pro rata interest or obligation of any individual Owner for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards.

(b) The effectuation of any decision by the Association to terminate professional management and assume self-management (however this shall not be deemed or construed to require professional management).

(c) Partitioning or subdividing any Lot.

(d) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.

(e) Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and other improvements, the exterior maintenance of buildings and other improvements, the maintenance of common walks or common fences and driveways, or to the upkeep of lawns and plantings in the Property.

(f) Use of hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of such Common Areas.

Section 14.3. Notice. Each First Mortgagee (as well as each Owner) shall be entitled to timely written notice of:

(a) Any significant damage or destruction to the Common Areas.

(b) Any condemnation or eminent domain proceeding effecting the Common Areas.

(c) Any default under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Lot subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.

(d) Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.

Section 14.4. Request for Information. Each First Mortgagee shall be entitled, upon request, to:

- (a) Inspect the books and records of the Association during normal business hours.
- (b) Require the preparation of, at its expense, or if preparation is required, receive, an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.
- (c) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 14.5. Payment of Taxes on Common Areas. First Mortgagees of any Lot may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the 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, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XV

General Provisions

Section 15.1. Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease.

Section 15.2. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said condition, covenant, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

Section 15.3. Failure to Enforce. No delay or omission on the part of the Developer or the Owners in exercising any rights, power, or remedy provided in this Declaration shall be

construed as a waiver of or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Developer for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

Section 15.4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 15.5. Interpretation. The singular may also include the plural and the masculine may include the feminine, or visa versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development of Pointe Woodworm.

Section 15.6. Amendment by Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may without the consent of any Owner, at any time prior to the time it has sold and closed seventy-five percent (75%) of the Lots, amend this Declaration by an instrument signed by Declarant; provided, no amendment shall materially impair the substantial rights of a Lot Owner as established herein unless the impacted Lot Owner(s) consents in writing. Thereafter, this Declaration can be amended only as provided for below.

Section 15.7. Amendment By Lot Owners. After Declarant has sold and closed seventy-five percent (75%) of the Lots, this Declaration can be amended only by an affirmative vote of the Owners of seventy-five percent (75%) of the Lots at a meeting called for such purposes; provided, no amendment shall be passed which materially impairs the substantial rights of a Lot Owner as established herein unless the impacted Lot Owner(s) consents in writing. Any such amendment must be in writing, signed by the President and Secretary of the Association, attesting to the notice, meeting and those votes cast meet the requirements of this Declaration and the Bylaws, together with the approving Lot Owners, and recorded with the Pierce County Auditor, The amendment shall not be effective until recording.

Section 5.8. Amendment by Court Action. The Association and/or any Lot Owner shall have the right to seek amendment by way of civil suit wherein the basis for the amendment is either: (a) governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the Lot Owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

Section 15.9. Notice. Any notice required hereunder shall be deemed effective when personally delivered or three (3) days after mailing by certified and regular mail to the Owner

of public record at the time of such mailing to such Owner's address as appears on the Pierce County Assessor's tax records and to the street address of the Lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender's desire to receive notice, and/or has not given the Association written notice of the lender's address for receipt of notices. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lien holder.

Section 15.10. Enforcement By Self Help. Declarant, the Association, or the duly appointed agent of either may enter upon any Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration; provided, this provision shall not be construed as permission to breach the peace.

Section 15.11. Condition Precedent to Action. Prior to taking action under Section 15.2 or 15.10 above, written notice shall be given to the offending Lot Owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such notice shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty (30) days.

Section 15.12. Expenses of Action. The expenses of any corrective action or enforcement of this Declaration, if not paid by the offending Owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot, enforceable as other liens herein.

Section 15.13. Costs and Attorneys' Fees. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. For the purposes of this Declaration "legal action" shall include arbitration, lawsuit, trial, appeals, and any action, negotiations, demands, counseling or otherwise where the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the Owner's right hereunder.

Section 15.14. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the U.S. Department of Veteran's Affairs if such administrations have insured any of the Lots or held a first mortgage on any of the Lots: annexation of additional properties, dedication of Common Areas, and any amendment to this Declaration of Covenants, Conditions and Restrictions,

Section 15.15. Certain Rights of Developer. For such time as Developer shall own Lots there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any Rules and Regulations adopted by the Association which:

- (a) Discriminate or tend to discriminate against the Developer's rights as an Owner.
- (b) Change Article I ("Definitions") in a manner which alters Developer's rights or status.
- (c) Alter the character and rights of membership or the rights of Developer as set forth in Article II.
- (d) Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way.
- (e) Alter its rights as set forth in Article VIII relating to architectural controls.
- (f) Alter the basis for assessments.
- (g) Alter the provisions of the use restrictions as set forth in Article IX, (h) Alter the number or selection of Directors as established in the Bylaws. (i) Alter the Developer's rights as they appear under this Article.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 4th day of October, 1998.

DEVELOPER:

WOODWORTH & CO., INC., a
Washington Corporation

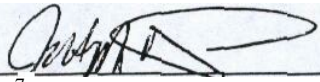
By: 
President

EXHIBIT A to
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
POINTE WOODWORTH -Phase
One Legal Description

That portion of the Southwest Quarter of Section 25, Township 21 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at a concrete monument at the Northeast corner of said Southwest Quarter; thence, N87°59'08"W, along the North line thereof, 216.51 feet to the monumented centerline of public road known as Norpoint Way N.E.; thence along said centerline S05°33'31"E, 55.38 feet to the P.C. of a curve concave to the West having a radius of 1021.04 feet; thence Southwesterly, along said curve through a central angle of 22°46'16" for an arc length of 405.79 feet; thence S17°12'45"W, 499.46 feet to the P.C. of a curve concave to the Northwest having a radius of 2864.79 feet; thence Southwesterly, along said curve through a central angle of 02°27'17" for an arc distance of 122.74 feet; thence N70°19'58"W, 37.00 feet to a point on a curve concave to the Northwest, the radius point of which bears N70°19'58"W, 2827.79 feet and the TRUE POINT OF BEGINNING; thence Southwesterly, along said curve through a central angle of 09°57'42" for an arc distance of 491.65 feet; thence S29°37'44"W, 975.89 feet to the P.C. of a curve concave to the Northwest having a radius of 1023.00 feet; thence Southwesterly, along said curve through a central angle of 02°27'13" for an arc length of 43.81 feet; thence N57°55'03"W, 43.36 feet; thence S46°54'14"W, 50.31 feet; thence S61°31'47"W, 95.99 feet; thence S79°33'44"W, 94.59 feet; thence N76°27'14"W, 412.28 feet; thence N47°52'14"W, 449.15 feet; thence N38°06'04"W, 140.99 feet; thence N37°20'37"W, 113.42 feet; thence N50°26'22"E, 146.36 feet; thence S39°33'38"E, 16.42 feet; thence N50°29'41"E, 627.77 feet; thence S75°34'45"E, 570.36 feet; thence N50°29'41"E, 131.50 feet; thence S75°34'45"E, 28.06 feet; thence N50°29'41"E, 147.76 feet; thence S86°28'18"E, 331.26 feet; thence S75°43'31"E, 74.48 feet; thence N26°42'12"E, 106.65 feet; thence N44°48'55"W, 24.46 feet; thence N20°00'18"E, 43.00 feet; thence N85°05'05"E, 25.39 feet; thence N28°53'16"E, 130.16 feet; thence S66°27'05"E, 58.09 feet to the TRUE POINT OF BEGINNING;

Situate in the City of Tacoma, Pierce County, Washington.

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EXHIBIT B to
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR POINTE WOODWORTH

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 11, SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST OF THE W.M.; THENCE SOUTH 44°45' WEST 550' FEET MORE OR LESS TO THE NORTHEASTERLY LINE OF HIGHLINE ROAD (JULIA'S GULCH ROAD); THENCE SOUTHEASTERLY ALONG SAID LINE TO THE EAST LINE OF SAID LOT 11; THENCE NORTH TO BEGINNING; TOGETHER WITH:

THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST OF THE W.M., LESS THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER AND LESS THE NORTH 610 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; AND ALSO THAT PORTION OF SAID SOUTHWEST QUARTER LYING SOUTHERLY AND EASTERLY OF HIGHLINE ROAD AND LESS HIGHLINE ROAD.

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POINTE WOODWORTH, I

A PORTION OF THE SW 1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST
CITY OF TACOMA, PIERCE COUNTY, WASH

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH |
|-----|----------|---------|--------|
| 1 | 127.17 | 1207.74 | 139.83 |
| 2 | 128.17 | 1207.74 | 140.83 |
| 3 | 129.17 | 1207.74 | 141.83 |
| 4 | 130.17 | 1207.74 | 142.83 |
| 5 | 131.17 | 1207.74 | 143.83 |
| 6 | 132.17 | 1207.74 | 144.83 |
| 7 | 133.17 | 1207.74 | 145.83 |
| 8 | 134.17 | 1207.74 | 146.83 |
| 9 | 135.17 | 1207.74 | 147.83 |
| 10 | 136.17 | 1207.74 | 148.83 |
| 11 | 137.17 | 1207.74 | 149.83 |
| 12 | 138.17 | 1207.74 | 150.83 |
| 13 | 139.17 | 1207.74 | 151.83 |
| 14 | 140.17 | 1207.74 | 152.83 |
| 15 | 141.17 | 1207.74 | 153.83 |
| 16 | 142.17 | 1207.74 | 154.83 |
| 17 | 143.17 | 1207.74 | 155.83 |
| 18 | 144.17 | 1207.74 | 156.83 |
| 19 | 145.17 | 1207.74 | 157.83 |
| 20 | 146.17 | 1207.74 | 158.83 |
| 21 | 147.17 | 1207.74 | 159.83 |
| 22 | 148.17 | 1207.74 | 160.83 |
| 23 | 149.17 | 1207.74 | 161.83 |
| 24 | 150.17 | 1207.74 | 162.83 |
| 25 | 151.17 | 1207.74 | 163.83 |
| 26 | 152.17 | 1207.74 | 164.83 |
| 27 | 153.17 | 1207.74 | 165.83 |
| 28 | 154.17 | 1207.74 | 166.83 |
| 29 | 155.17 | 1207.74 | 167.83 |
| 30 | 156.17 | 1207.74 | 168.83 |
| 31 | 157.17 | 1207.74 | 169.83 |
| 32 | 158.17 | 1207.74 | 170.83 |
| 33 | 159.17 | 1207.74 | 171.83 |
| 34 | 160.17 | 1207.74 | 172.83 |
| 35 | 161.17 | 1207.74 | 173.83 |
| 36 | 162.17 | 1207.74 | 174.83 |
| 37 | 163.17 | 1207.74 | 175.83 |
| 38 | 164.17 | 1207.74 | 176.83 |
| 39 | 165.17 | 1207.74 | 177.83 |
| 40 | 166.17 | 1207.74 | 178.83 |
| 41 | 167.17 | 1207.74 | 179.83 |
| 42 | 168.17 | 1207.74 | 180.83 |
| 43 | 169.17 | 1207.74 | 181.83 |
| 44 | 170.17 | 1207.74 | 182.83 |
| 45 | 171.17 | 1207.74 | 183.83 |
| 46 | 172.17 | 1207.74 | 184.83 |
| 47 | 173.17 | 1207.74 | 185.83 |
| 48 | 174.17 | 1207.74 | 186.83 |
| 49 | 175.17 | 1207.74 | 187.83 |
| 50 | 176.17 | 1207.74 | 188.83 |
| 51 | 177.17 | 1207.74 | 189.83 |
| 52 | 178.17 | 1207.74 | 190.83 |
| 53 | 179.17 | 1207.74 | 191.83 |
| 54 | 180.17 | 1207.74 | 192.83 |
| 55 | 181.17 | 1207.74 | 193.83 |
| 56 | 182.17 | 1207.74 | 194.83 |
| 57 | 183.17 | 1207.74 | 195.83 |
| 58 | 184.17 | 1207.74 | 196.83 |
| 59 | 185.17 | 1207.74 | 197.83 |
| 60 | 186.17 | 1207.74 | 198.83 |
| 61 | 187.17 | 1207.74 | 199.83 |
| 62 | 188.17 | 1207.74 | 200.83 |
| 63 | 189.17 | 1207.74 | 201.83 |
| 64 | 190.17 | 1207.74 | 202.83 |
| 65 | 191.17 | 1207.74 | 203.83 |
| 66 | 192.17 | 1207.74 | 204.83 |
| 67 | 193.17 | 1207.74 | 205.83 |
| 68 | 194.17 | 1207.74 | 206.83 |
| 69 | 195.17 | 1207.74 | 207.83 |
| 70 | 196.17 | 1207.74 | 208.83 |
| 71 | 197.17 | 1207.74 | 209.83 |
| 72 | 198.17 | 1207.74 | 210.83 |
| 73 | 199.17 | 1207.74 | 211.83 |
| 74 | 200.17 | 1207.74 | 212.83 |
| 75 | 201.17 | 1207.74 | 213.83 |
| 76 | 202.17 | 1207.74 | 214.83 |
| 77 | 203.17 | 1207.74 | 215.83 |
| 78 | 204.17 | 1207.74 | 216.83 |
| 79 | 205.17 | 1207.74 | 217.83 |
| 80 | 206.17 | 1207.74 | 218.83 |
| 81 | 207.17 | 1207.74 | 219.83 |
| 82 | 208.17 | 1207.74 | 220.83 |
| 83 | 209.17 | 1207.74 | 221.83 |
| 84 | 210.17 | 1207.74 | 222.83 |
| 85 | 211.17 | 1207.74 | 223.83 |
| 86 | 212.17 | 1207.74 | 224.83 |
| 87 | 213.17 | 1207.74 | 225.83 |
| 88 | 214.17 | 1207.74 | 226.83 |
| 89 | 215.17 | 1207.74 | 227.83 |
| 90 | 216.17 | 1207.74 | 228.83 |
| 91 | 217.17 | 1207.74 | 229.83 |
| 92 | 218.17 | 1207.74 | 230.83 |
| 93 | 219.17 | 1207.74 | 231.83 |
| 94 | 220.17 | 1207.74 | 232.83 |
| 95 | 221.17 | 1207.74 | 233.83 |
| 96 | 222.17 | 1207.74 | 234.83 |
| 97 | 223.17 | 1207.74 | 235.83 |
| 98 | 224.17 | 1207.74 | 236.83 |
| 99 | 225.17 | 1207.74 | 237.83 |
| 100 | 226.17 | 1207.74 | 238.83 |
| 101 | 227.17 | 1207.74 | 239.83 |
| 102 | 228.17 | 1207.74 | 240.83 |
| 103 | 229.17 | 1207.74 | 241.83 |
| 104 | 230.17 | 1207.74 | 242.83 |
| 105 | 231.17 | 1207.74 | 243.83 |
| 106 | 232.17 | 1207.74 | 244.83 |
| 107 | 233.17 | 1207.74 | 245.83 |
| 108 | 234.17 | 1207.74 | 246.83 |
| 109 | 235.17 | 1207.74 | 247.83 |
| 110 | 236.17 | 1207.74 | 248.83 |
| 111 | 237.17 | 1207.74 | 249.83 |
| 112 | 238.17 | 1207.74 | 250.83 |
| 113 | 239.17 | 1207.74 | 251.83 |
| 114 | 240.17 | 1207.74 | 252.83 |
| 115 | 241.17 | 1207.74 | 253.83 |
| 116 | 242.17 | 1207.74 | 254.83 |
| 117 | 243.17 | 1207.74 | 255.83 |
| 118 | 244.17 | 1207.74 | 256.83 |
| 119 | 245.17 | 1207.74 | 257.83 |
| 120 | 246.17 | 1207.74 | 258.83 |
| 121 | 247.17 | 1207.74 | 259.83 |
| 122 | 248.17 | 1207.74 | 260.83 |
| 123 | 249.17 | 1207.74 | 261.83 |
| 124 | 250.17 | 1207.74 | 262.83 |
| 125 | 251.17 | 1207.74 | 263.83 |
| 126 | 252.17 | 1207.74 | 264.83 |
| 127 | 253.17 | 1207.74 | 265.83 |
| 128 | 254.17 | 1207.74 | 266.83 |
| 129 | 255.17 | 1207.74 | 267.83 |
| 130 | 256.17 | 1207.74 | 268.83 |
| 131 | 257.17 | 1207.74 | 269.83 |
| 132 | 258.17 | 1207.74 | 270.83 |
| 133 | 259.17 | 1207.74 | 271.83 |
| 134 | 260.17 | 1207.74 | 272.83 |
| 135 | 261.17 | 1207.74 | 273.83 |
| 136 | 262.17 | 1207.74 | 274.83 |
| 137 | 263.17 | 1207.74 | 275.83 |
| 138 | 264.17 | 1207.74 | 276.83 |
| 139 | 265.17 | 1207.74 | 277.83 |
| 140 | 266.17 | 1207.74 | 278.83 |
| 141 | 267.17 | 1207.74 | 279.83 |
| 142 | 268.17 | 1207.74 | 280.83 |
| 143 | 269.17 | 1207.74 | 281.83 |
| 144 | 270.17 | 1207.74 | 282.83 |
| 145 | 271.17 | 1207.74 | 283.83 |
| 146 | 272.17 | 1207.74 | 284.83 |
| 147 | 273.17 | 1207.74 | 285.83 |
| 148 | 274.17 | 1207.74 | 286.83 |
| 149 | 275.17 | 1207.74 | 287.83 |
| 150 | 276.17 | 1207.74 | 288.83 |
| 151 | 277.17 | 1207.74 | 289.83 |
| 152 | 278.17 | 1207.74 | 290.83 |
| 153 | 279.17 | 1207.74 | 291.83 |
| 154 | 280.17 | 1207.74 | 292.83 |
| 155 | 281.17 | 1207.74 | 293.83 |
| 156 | 282.17 | 1207.74 | 294.83 |
| 157 | 283.17 | 1207.74 | 295.83 |
| 158 | 284.17 | 1207.74 | 296.83 |
| 159 | 285.17 | 1207.74 | 297.83 |
| 160 | 286.17 | 1207.74 | 298.83 |
| 161 | 287.17 | 1207.74 | 299.83 |
| 162 | 288.17 | 1207.74 | 300.83 |
| 163 | 289.17 | 1207.74 | 301.83 |
| 164 | 290.17 | 1207.74 | 302.83 |
| 165 | 291.17 | 1207.74 | 303.83 |
| 166 | 292.17 | 1207.74 | 304.83 |
| 167 | 293.17 | 1207.74 | 305.83 |
| 168 | 294.17 | 1207.74 | 306.83 |
| 169 | 295.17 | 1207.74 | 307.83 |
| 170 | 296.17 | 1207.74 | 308.83 |
| 171 | 297.17 | 1207.74 | 309.83 |
| 172 | 298.17 | 1207.74 | 310.83 |
| 173 | 299.17 | 1207.74 | 311.83 |
| 174 | 300.17 | 1207.74 | 312.83 |
| 175 | 301.17 | 1207.74 | 313.83 |
| 176 | 302.17 | 1207.74 | 314.83 |
| 177 | 303.17 | 1207.74 | 315.83 |
| 178 | 304.17 | 1207.74 | 316.83 |
| 179 | 305.17 | 1207.74 | 317.83 |
| 180 | 306.17 | 1207.74 | 318.83 |
| 181 | 307.17 | 1207.74 | 319.83 |
| 182 | 308.17 | 1207.74 | 320.83 |
| 183 | 309.17 | 1207.74 | 321.83 |
| 184 | 310.17 | 1207.74 | 322.83 |
| 185 | 311.17 | 1207.74 | 323.83 |
| 186 | 312.17 | 1207.74 | 324.83 |
| 187 | 313.17 | 1207.74 | 325.83 |
| 188 | 314.17 | 1207.74 | 326.83 |
| 189 | 315.17 | 1207.74 | 327.83 |
| 190 | 316.17 | 1207.74 | 328.83 |
| 191 | 317.17 | 1207.74 | 329.83 |
| 192 | 318.17 | 1207.74 | 330.83 |
| 193 | 319.17 | 1207.74 | 331.83 |
| 194 | 320.17 | 1207.74 | 332.83 |
| 195 | 321.17 | 1207.74 | 333.83 |
| 196 | 322.17 | 1207.74 | 334.83 |
| 197 | 323.17 | 1207.74 | 335.83 |
| 198 | 324.17 | 1207.74 | 336.83 |
| 199 | 325.17 | 1207.74 | 337.83 |
| 200 | 326.17 | 1207.74 | 338.83 |
| 201 | 327.17 | 1207.74 | 339.83 |
| 202 | 328.17 | 1207.74 | 340.83 |
| 203 | 329.17 | 1207.74 | 341.83 |
| 204 | 330.17 | 1207.74 | 342.83 |
| 205 | 331.17 | 1207.74 | 343.83 |
| 206 | 332.17 | 1207.74 | 344.83 |
| 207 | 333.17 | 1207.74 | 345.83 |
| 208 | 334.17 | 1207.74 | 346.83 |
| 209 | 335.17 | 1207.74 | 347.83 |
| 210 | 336.17 | 1207.74 | 348.83 |
| 211 | 337.17 | 1207.74 | 349.83 |
| 212 | 338.17 | 1207.74 | 350.83 |
| 213 | 339.17 | 1207.74 | 351.83 |
| 214 | 340.17 | 1207.74 | 352.83 |
| 215 | 341.17 | 1207.74 | 353.83 |
| 216 | 342.17 | 1207.74 | 354.83 |
| 217 | 343.17 | 1207.74 | 355.83 |
| 218 | 344.17 | 1207.74 | 356.83 |
| 219 | 345.17 | 1207.74 | 357.83 |
| 220 | 346.17 | 1207.74 | 358.83 |
| 221 | 347.17 | 1207.74 | 359.83 |
| 222 | 348.17 | 1207.74 | 360.83 |
| 223 | 349.17 | 1207.74 | 361.83 |
| 224 | 350.17 | 1207.74 | 362.83 |
| 225 | 351.17 | 1207.74 | 363.83 |
| 226 | 352.17 | 1207.74 | 364.83 |
| 227 | 353.17 | 1207.74 | 365.83 |
| 228 | 354.17 | 1207.74 | 366.83 |
| 229 | 355.17 | 1207.74 | 367.83 |
| 230 | 356.17 | 1207.74 | 368.83 |
| 231 | 357.17 | 1207.74 | 369.83 |
| 232 | 358.17 | 1207.74 | 370.83 |
| 233 | 359.17 | 1207.74 | 371.83 |
| 234 | 360.17 | 1207.74 | 372.83 |
| 235 | 361.17 | 1207.74 | 373.83 |
| 236 | 362.17 | 1207.74 | 374.83 |
| 237 | 363.17 | 1207.74 | 375.83 |
| 238 | 364.17 | 1207.74 | 376.83 |
| 239 | 365.17 | 1207.74 | 377.83 |
| 240 | 366.17 | 1207.74 | 378.83 |
| 241 | 367.17 | 1207.74 | 379.83 |
| 242 | 368.17 | 1207.74 | 380.83 |
| 243 | 369.17 | 1207.74 | 381.83 |
| 244 | 370.17 | 1207.74 | 382.83 |
| 245 | 371.17 | 1207.74 | 383.83 |
| 246 | 372.17 | 1207.74 | 384.83 |
| 247 | 373.17 | 1207.74 | 385.83 |
| 248 | 374.17 | 1207.74 | 386.83 |
| 249 | 375.17 | 1207.74 | 387.83 |
| 250 | 376.17 | 1207.74 | 388.83 |
| 251 | 377.17 | 1207.74 | 389.83 |
| 252 | 378.17 | 1207.74 | 390.83 |
| 253 | 379.17 | 1207.74 | 391.83 |
| 254 | 380.17 | 1207.74 | 392.83 |
| 255 | 381.17 | 1207.74 | 393.83 |
| 256 | 382.17 | 1207.74 | 394.83 |
| 257 | 383.17 | 1207.74 | 395.83 |
| 258 | 384.17 | 1207.74 | 396.83 |
| 259 | 385.17 | 1207.74 | 397.83 |
| 260 | 386.17</ | | |

^0^0 ILfO

POINTE WOOCWORTH, P.R.D., "^^"

ONE

A PORTION OF THE SW 1/4 OF
SECTION 23, TOWNSHIP 2 NORTH, RANGE 3 EAST, COUNTY OF TACQUA,
PIERCE COUNTY, WISCONSIN

LEQILSSSE3a^SSL

NOTES

L. LEQILSSSE3a^SSL ^09 njv>n04 fk R< +041 BMJJ. « (ITiUq l W^jTr
*tWia UJjrtL^r VOq. V W XPM4fj 9 fuBc 1

1 e(Mm o^^-pf TMvm ^>^A 4 owii^KTra a^ *u uf *
lKc fLUN^ *W HbS. < JCKf HOIBI » 14 L^ATk l^Ji fKj
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jn AJ wi 9 ^H im •w •nri^n i—^ *qT *•• *fv •v * —

jn —: wu^i f —j« jv* 'wo WTT'^ if «r 4 'n gfc v *

ku fan wo Tfrx 4— fv 'wai unru^ hij rm fff
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»ILU TCT -^< ^ruT. nut 'w it^s urar^K l^.* *Qt mha ^*rr-in. >Tf-r» m t—
a ow3<^>T. u«-w rtfK —KJ Murin. iifL ra« i—q (?r3^«x — pth —tf
mw—i. i«Rf« nm *aa kfrjir^». »j /itfri »^n tW»l. n.— wi ^a^ lB» *THT. ifa tft
-mn »*t^M^ .K^ im im^ —*1 4— firri -ukx «^in^fr. »- /tfn 'xm n-u^
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k ike LEQILSSSE3a^SSL tf M rwt iKJk «^io o-frjrtf «^ i^rh^M rjairc im « n-
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*injf *ukA f uikfij4j —01 » 'Hwjcr^f—t'01 •w P^kKA *
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^i. mkcKT j—^ *a *•*» EUA^ »
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11 14 *ur a i , iHlfeUBllf HJ<f^<M
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»_* **V w m_w^ PCTP^<^ *^ iit^A^, i

1L iffH r 1^1 3B f^ »*(» *wr
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00 'l ^1, fK MEI>

ft^fn^ ij MJT l^M. "«< iMiBi iu Aa *r i^—— tr i

«< an -^r forHi uT Jf^er Wl *4 i uaa ^M mi
iari ufq *R— *r iK t>B^
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^irto^f^i-

POINTE WOODWORTH

A PORTION OF T. 11 N. R. 11 E. SECTION 25, TOWNSHIP 21 N. CITY OF TACOMA, PIERCE COUNTY, WASH.

| LOT | AREA (SQ. FT.) | ADDRESS |
|-----|----------------|------------------------------------|
| 28 | 14,843 | 812 - POINTE WOODWORTH DRIVE N.E. |
| 30 | 10,423 | 814 - POINTE WOODWORTH DRIVE N.E. |
| 32 | 10,982 | 816 - POINTE WOODWORTH DRIVE N.E. |
| 34 | 3,377 | 818 - POINTE WOODWORTH DRIVE N.E. |
| 36 | 9,108 | 820 - POINTE WOODWORTH DRIVE N.E. |
| 38 | 9,328 | 822 - POINTE WOODWORTH DRIVE N.E. |
| 40 | 9,643 | 824 - POINTE WOODWORTH DRIVE N.E. |
| 42 | 12,885 | 826 - POINTE WOODWORTH DRIVE N.E. |
| 44 | 17,479 | 828 - POINTE WOODWORTH DRIVE N.E. |
| 46 | 10,310 | 830 - POINTE WOODWORTH DRIVE N.E. |
| 48 | 9,620 | 832 - POINTE WOODWORTH DRIVE N.E. |
| 50 | 9,944 | 834 - POINTE WOODWORTH DRIVE N.E. |
| 52 | 9,429 | 836 - POINTE WOODWORTH DRIVE N.E. |
| 54 | 9,908 | 838 - POINTE WOODWORTH DRIVE N.E. |
| 56 | 9,528 | 840 - POINTE WOODWORTH DRIVE N.E. |
| 58 | 10,084 | 842 - POINTE WOODWORTH DRIVE N.E. |
| 60 | 9,189 | 844 - POINTE WOODWORTH DRIVE N.E. |
| 62 | 8,681 | 846 - POINTE WOODWORTH DRIVE N.E. |
| 64 | 9,528 | 848 - POINTE WOODWORTH DRIVE N.E. |
| 66 | 10,284 | 850 - POINTE WOODWORTH DRIVE N.E. |
| 68 | 10,224 | 1801 - LIGHTHOUSE LANE N.E. |
| 70 | 9,236 | 1803 - LIGHTHOUSE LANE N.E. |
| 72 | 9,866 | 1805 - LIGHTHOUSE LANE N.E. |
| 74 | 11,226 | 1807 - LIGHTHOUSE LANE N.E. |
| 76 | 9,709 | 1809 - LIGHTHOUSE LANE N.E. |
| 78 | 11,489 | 1811 - LIGHTHOUSE LANE N.E. |
| 80 | 10,726 | 1813 - LIGHTHOUSE LANE N.E. |
| 82 | 12,707 | 1815 - LIGHTHOUSE LANE N.E. |
| 109 | 16,771 | 1841 - POINTE WOODWORTH DRIVE N.E. |
| 110 | 7,871 | 1842 - POINTE WOODWORTH DRIVE N.E. |
| 117 | 7,871 | 1843 - POINTE WOODWORTH DRIVE N.E. |
| 108 | 7,378 | 1844 - POINTE WOODWORTH DRIVE N.E. |
| 109 | 7,378 | 1845 - POINTE WOODWORTH DRIVE N.E. |
| 119 | 7,378 | 1846 - POINTE WOODWORTH DRIVE N.E. |
| 111 | 7,871 | 1847 - POINTE WOODWORTH DRIVE N.E. |
| 113 | 7,378 | 1848 - POINTE WOODWORTH DRIVE N.E. |
| 115 | 7,378 | 1849 - POINTE WOODWORTH DRIVE N.E. |
| 116 | 9,942 | 1850 - POINTE WOODWORTH DRIVE N.E. |
| 118 | 10,982 | 1851 - POINTE WOODWORTH DRIVE N.E. |
| 119 | 10,423 | 1852 - POINTE WOODWORTH DRIVE N.E. |
| 120 | 9,429 | 1853 - POINTE WOODWORTH DRIVE N.E. |
| 121 | 9,236 | 1854 - POINTE WOODWORTH DRIVE N.E. |
| 122 | 9,236 | 1855 - POINTE WOODWORTH DRIVE N.E. |
| 123 | 9,236 | 1856 - POINTE WOODWORTH DRIVE N.E. |
| 124 | 9,236 | 1857 - POINTE WOODWORTH DRIVE N.E. |
| 125 | 9,236 | 1858 - POINTE WOODWORTH DRIVE N.E. |
| 126 | 9,236 | 1859 - POINTE WOODWORTH DRIVE N.E. |
| 127 | 9,236 | 1860 - POINTE WOODWORTH DRIVE N.E. |
| 128 | 9,236 | 1861 - POINTE WOODWORTH DRIVE N.E. |
| 129 | 9,236 | 1862 - POINTE WOODWORTH DRIVE N.E. |
| 130 | 9,236 | 1863 - POINTE WOODWORTH DRIVE N.E. |
| 131 | 9,236 | 1864 - POINTE WOODWORTH DRIVE N.E. |
| 132 | 9,236 | 1865 - POINTE WOODWORTH DRIVE N.E. |
| 133 | 9,236 | 1866 - POINTE WOODWORTH DRIVE N.E. |
| 134 | 9,236 | 1867 - POINTE WOODWORTH DRIVE N.E. |
| 135 | 9,236 | 1868 - POINTE WOODWORTH DRIVE N.E. |
| 136 | 9,236 | 1869 - POINTE WOODWORTH DRIVE N.E. |
| 137 | 9,236 | 1870 - POINTE WOODWORTH DRIVE N.E. |
| 138 | 9,236 | 1871 - POINTE WOODWORTH DRIVE N.E. |
| 139 | 9,236 | 1872 - POINTE WOODWORTH DRIVE N.E. |
| 140 | 9,236 | 1873 - POINTE WOODWORTH DRIVE N.E. |
| 141 | 9,236 | 1874 - POINTE WOODWORTH DRIVE N.E. |
| 142 | 9,236 | 1875 - POINTE WOODWORTH DRIVE N.E. |
| 143 | 9,236 | 1876 - POINTE WOODWORTH DRIVE N.E. |
| 144 | 9,236 | 1877 - POINTE WOODWORTH DRIVE N.E. |
| 145 | 9,236 | 1878 - POINTE WOODWORTH DRIVE N.E. |
| 146 | 9,236 | 1879 - POINTE WOODWORTH DRIVE N.E. |
| 147 | 9,236 | 1880 - POINTE WOODWORTH DRIVE N.E. |
| 148 | 9,236 | 1881 - POINTE WOODWORTH DRIVE N.E. |
| 149 | 9,236 | 1882 - POINTE WOODWORTH DRIVE N.E. |
| 150 | 9,236 | 1883 - POINTE WOODWORTH DRIVE N.E. |
| 151 | 9,236 | 1884 - POINTE WOODWORTH DRIVE N.E. |
| 152 | 9,236 | 1885 - POINTE WOODWORTH DRIVE N.E. |
| 153 | 9,236 | 1886 - POINTE WOODWORTH DRIVE N.E. |
| 154 | 9,236 | 1887 - POINTE WOODWORTH DRIVE N.E. |
| 155 | 9,236 | 1888 - POINTE WOODWORTH DRIVE N.E. |
| 156 | 9,236 | 1889 - POINTE WOODWORTH DRIVE N.E. |
| 157 | 9,236 | 1890 - POINTE WOODWORTH DRIVE N.E. |
| 158 | 9,236 | 1891 - POINTE WOODWORTH DRIVE N.E. |
| 159 | 9,236 | 1892 - POINTE WOODWORTH DRIVE N.E. |
| 160 | 9,236 | 1893 - POINTE WOODWORTH DRIVE N.E. |
| 161 | 9,236 | 1894 - POINTE WOODWORTH DRIVE N.E. |
| 162 | 9,236 | 1895 - POINTE WOODWORTH DRIVE N.E. |
| 163 | 9,236 | 1896 - POINTE WOODWORTH DRIVE N.E. |
| 164 | 9,236 | 1897 - POINTE WOODWORTH DRIVE N.E. |
| 165 | 9,236 | 1898 - POINTE WOODWORTH DRIVE N.E. |
| 166 | 9,236 | 1899 - POINTE WOODWORTH DRIVE N.E. |
| 167 | 9,236 | 1900 - POINTE WOODWORTH DRIVE N.E. |
| 168 | 9,236 | 1901 - POINTE WOODWORTH DRIVE N.E. |
| 169 | 9,236 | 1902 - POINTE WOODWORTH DRIVE N.E. |
| 170 | 9,236 | 1903 - POINTE WOODWORTH DRIVE N.E. |
| 171 | 9,236 | 1904 - POINTE WOODWORTH DRIVE N.E. |
| 172 | 9,236 | 1905 - POINTE WOODWORTH DRIVE N.E. |
| 173 | 9,236 | 1906 - POINTE WOODWORTH DRIVE N.E. |
| 174 | 9,236 | 1907 - POINTE WOODWORTH DRIVE N.E. |
| 175 | 9,236 | 1908 - POINTE WOODWORTH DRIVE N.E. |
| 176 | 9,236 | 1909 - POINTE WOODWORTH DRIVE N.E. |
| 177 | 9,236 | 1910 - POINTE WOODWORTH DRIVE N.E. |
| 178 | 9,236 | 1911 - POINTE WOODWORTH DRIVE N.E. |
| 179 | 9,236 | 1912 - POINTE WOODWORTH DRIVE N.E. |
| 180 | 9,236 | 1913 - POINTE WOODWORTH DRIVE N.E. |



T.P.O.B.

OFF-ST

