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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
BELFAIR ACREAGE TRACTS ASSOCIATION

THIS DECLARATION, made this 24th day of August, 1979
by: JACK G. BATY, Realtor and his wife, SHIRLEY BATY, and
DANIEL BATY and PAMELA BATY, husband and wife, H. E. ANDERSON and
VIVIAN ANDERSON, husband and wife, owners and hereinafter
called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to sell tracts and provide ingress and egress from these tracts by private roads for the mutual benefit of all owners of tracts; and

WHEREAS, Developer has deemed it desirable to provide for the preservation of the aesthetic values as amenities of said real property, to provide for the preservation and maintenance of the private gravel roads which the developer has constructed over the property on easements of way which have been surveyed and are mapped and legally described in recorded map with the Mason County Auditor, recorded on August 27, 1979 and recorded reservation of easement with the Mason County Auditor on 366 C & O, and to create an association to be delegated and assigned the powers of protecting the values and amenities of said real estate and of maintaining and improving the private roads and other common properties which may be created, collecting and distributing any monies which may be payable to Mason County or other governmental agencies, or other associations or persons, for administering and enforcing the covenants and restrictions, and for collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Washington, as a non-profit corporation, BELFAIR ACREAGE TRACTS ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These "Covenants and Restrictions" shall run with the real property and shall be binding on all parties having or acquiring a right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.
Definitions

Section 1. The following words when used in this Declaration of any Supplemental Declaration (unless the

August 27, 1979

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context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the BELFAIR ACREAGE TRACTS ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration under the provisions of Article II, hereof; and such additions thereto as may be brought within the jurisdiction of the Association.

(c) "Common Properties" shall mean and refer to those areas of land shown as such on any recorded subdivision map of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties. "Common Properties" include all easements of way recorded on the reservation of easement, filed with the Mason County Auditor, record number 366-041 on August 27th 1979

(d) "Tract" shall mean and refer to any numbered plot of land shown upon the recorded survey map of The Properties recorded with the Mason County Auditor, record number 366-040 on August 27th 1979.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Tract situated upon the properties sold by Developer and also the record owner of any subdivision thereof made by future owners, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II.

Property Subject To This Declaration;
Admissions Thereto

Section 1. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Mason County, Washington, and is more particularly described as

SEE EXHIBIT I

Section 2. Legal access to "The Properties" is as follows:

SEE EXHIBIT II

all of which real property shall hereinafter be referred to as BELFAIR ACREAGE TRACTS ASSOCIATION.

ARTICLE III.

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is

a record owner of a fee or undivided fee interest in any tract, or subdivision thereof made by any future owner, which is subject by these covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership without regard to the size of the real estate owned. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each tract or subdivision thereof in which they hold the interests required for a membership by Section 1. When more than one person holds such interest or interests in any tract or subdivision thereof, all such persons shall be members, and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such tract or established subdivision thereof.

ARTICLE IV.

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every tract.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE V.

Building and Land Use Restrictions

Building Restrictions

Section 1. No tract shall be used for any purpose other than for residential, recreational, or agricultural use, including mobile homes, duplexes and single-family residences. No dwelling, residence or mobile home shall be erected, altered, placed or maintained on any tracts unless it complies with the following restrictions:

A. Single wide mobile homes shall not be less than 14 feet in width and 64 feet in length and double wide mobile homes must have not less than 880 sq. feet (for example, 20' X 24'), shall be in new or like new condition and shall not have been constructed more than five years prior to placement of the mobile home on a tract.

August 27, 1979

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Each mobile home placed on a tract and which is to remain on said tracts for a period exceeding six months shall be skirted and all awnings, entry-ways, or additions to said mobile home shall be installed with new material which is complimentary to that of the mobile home and such skirting. All awnings and entry-ways must be installed and completed within six months after the mobile home is moved upon a tract. Mobile homes failing to comply with the above restrictions may be placed upon a tract only upon prior written approval of the Developer or of the Board of Directors.

B. Each structure, except for mobile homes as provided above, shall be of permanent construction and built with new materials. All structures shall be built in accordance with recognized and approved building codes in force in this State and County, at the time of construction. Each single-family residence, or residential unit, shall have not less than 880 square feet or enclosed living area on the main floor, exclusive of porches and garages, for a one level home. Split level or split entry or two level homes shall have a minimum livable area of 1,000 sq. feet, exclusive of porches and garages. Construction of all structures must be complete as to external appearance, including finish, within 12 months from the date of commencement of construction unless approved in advance by the Developer or Board of Directors.

C. No used structure, except for mobile homes as permitted above shall be moved onto any tract from outside of the property. However, the Developer or Board of Directors may approve of the use of structures which do not comply with this restriction provided such structures are compatible with the rest of the subdivision and are approved in advance in writing by the Developer or Board of Directors.

D. No temporary structure, including but not limited to tents, travel trailers or campers may be maintained on a tract or used as a residence for a period in excess of 90 days. During the construction of a permanent home or while a mobile home is being delivered, a temporary residence may be lived in. Prior to the use of any temporary residence, which may exceed 90 days, written approval of the Developer or Board of Directors must first be obtained. Any non-permanent building or temporary residence not permitted by this paragraph shall be removed within one week following a written demand by the Developer or Board of Directors.

E. All structures shall conform with the set-back requirement required by the Mason County Building Code and building inspectors.

F. The work of constructing, altering or repairing structures on these tracts shall be diligently prosecuted from commencement to completion. All structures and additions thereto, including buildings appurtenant to mobile homes, shall be completed as to external appearance, including finish painting, within 12 months from the date of commencement, unless approved or waived by the Developer or Board of Directors.

G. Each residence or mobile home must have an individual sewage disposal system. Such system must be designed, located and constructed in accordance with the requirements, standards and recommendations and approval of the proper officials of Mason County.

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Land Use Restrictions V

Section 1. Vacation trailers, campers, boats and pickup trucks may be temporarily or, if authorized under the Covenants herein, permanently kept on a tract; however, if any such article is permanently kept on a tract, it must be adequately screened from the access roads and adjacent owners. No trucks or vehicular equipment shall be kept on any street or road or access within the property.

Section 2. No litter, junk, unlicensed vehicles, equipment, garbage, refuse, rubbish cuttings or other waste shall be deposited on or left on a tract unless placed in an attractive container suitably located and screened from public view and from the view of adjacent property owners. Any such container shall be kept in a clean and sanitary condition.

Section 3. No animals or fowl shall be raised, kept or permitted upon any tract for commercial purposes. The raising of pigs in any number, or fowl, exceeding 10 fowl per tract is strictly prohibited. Any dispute or question pertaining to the raising or keeping of the permitted animal shall be submitted to the Developer or Board of Directors, and the decision of either in such matters shall be final and fully enforceable.

Section 4. Oil drilling, oil development, refining, mining operations, or removal of gravel, sand or soil, shall not be permitted on any tract, Except within the BPA easement, subject to BPA approval. However, prior to the sale of any tract, developers may remove, strip or move or in any other way affect the condition of the soil or gravel on any tract or tracts.

Section 5. No trees shall be removed except those necessary to provide for an access to the building site and to clear the tract for the constructing and placing of a structure until such time as the Developer has been paid in full for the tract.

Section 6. Nuisances. No noxious or undesirable use or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or the adjacent neighbors as determined by the Board of Directors of the Association and shall be subject to civil suit at the expense of the tract owner if the nuisance is not abated within 30 days of receipt of written notice from the Board of Directors.

Section 7. Hunting On The Property. No hunting of any kind which involves the use of firearms or of bow and arrow shall be allowed on the property. Firearms may be kept on the property by the owners for their own personal use on other property or for their own personal protection. Any use of firearms must be in accordance with the Mason County regulations and with the laws of the State of Washington. It is recommended that each purchaser legally post his property.

Section 8. Access Roads. The roads are not public and will not be maintained by Mason County, unless they are brought to Mason County standards and are accepted by the County. The roads will be constructed to a width of approximately 16 feet, where possible, of gravel surface on the 60 foot rights-of-way, with ditches and culverts where necessary. The approximate location of the roads is set forth on the attached exhibit. The roads are private and maintained by the Homeowners Association and its members. Owners of tracts are responsible for repair and maintenance of roads at driveway and road crossings constructed

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by owners. All roads or driveways connecting with roads of Developers shown on the attached Exhibit shall require a culvert not less than 12 inches in diameter. Tract owners shall, at their expense furnish, install, maintain and keep said culverts in good repair. Construction of all driveways and roads by tract owners shall not interfere with drainage or adversely effect the existing roads. Tract owners are responsible, at their expense, for repairing any damage to existing roads at power, telephone or water lines crossings onto their property. The Homeowners Association shall also be responsible for contributing money from the annual dues for the maintainance of the Alderwood roads set forth in the Easement Agreement between Baty et. al., and Reid Realty et. al., recorded in Mason County, Washington, Auditor Fee number 358895. Said Agreement states that the Homeowners Association shall contribute into a separate fund the sum of \$10.00 per tract sold up to a maximum of \$750.00 per year, but not to exceed \$1,500.00 in said fund at any given time, to be used toward maintaining the existing road across the easement.

Section 9. Use Of Property Within the BPA (USA) Transmission Line Easement. The use of the property within the BPA transmission line easement is restricted as set forth in the BPA (USA) transmission line easements and restrictions of record. BPA (USA) rights in the transmission line easement include but are not limited to a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one or more power lines of electric power transmission structures and appurtenant single lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary hereto, in, over, upon and across the transmission line easement. This right includes the present and future right to clear said right-of-way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazard shall not be interpreted to include any growing crops other than trees; and also, have the present and future right to top, limb or fell all growing or dead trees and snags (collectively called "danger trees") located on the land adjacent to the above described right-of-way which shall fall within forty feet of the transmission line easement.

The property within the BPA (USA) transmission line easements shall remain open land for farming, grazing or gardens. No dwellings or appurtenant structures may be placed on or within the BPA (USA) transmission line easement. Use of the property within the BPA(USA) right-of-way requires a permit from BPA, for which there is no charge as of this date. The permit places BPA on notice of the owners use of the property.

Section 10. Gas Transmission Line. There is an underground gas transmission line through tracts 31,32,33,34, 41,42,43,44,51,52, and 53, and at road and easement crossings on tracts 34 and 52. No structures may be built on or within 10 feet of the boundary of said Easement. Cascade Natural Gas Co. must be notified prior to any construction, including but not limited to roads, utility or water lines, over the gas line Easement. Gas service may be available to these tracts. For verification information and notification, contact Cascade Natural Gas Co., Bremerton, WA., 383-1403.

ARTICLE VI.

Annexation of Additional Properties

The Developer reserves the right to annex additional property without consent of the ASSOCIATION or tract owners with 5 years. The Developer may annex additional legal rights-of-way for access and utilities and make Declarations of same to the ASSOCIATION provided that the access and utilities are constructed and installed in a manner similar to that established for the initial property. The Developer reserves the right to grant additional non-exclusive easements over the existing easements set forth in Exhibit 2. Any additional properties included by Developer shall have the right to join the ASSOCIATION and shall share on an equal basis the costs of maintaining existing and additional roads through the Homeowners Association dues.

ARTICLE VII.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner who has purchased a tract or entered a contract to purchase a tract from the Developer, and each owner who has purchased or entered into a contract to purchase any subdivision or part of any tract, by acceptance of such deed or contract, whether or not it shall be so expressed in said deed or other conveyance, shall be deemed to covenant and agree to be bound by these Covenants and Restrictions, the Articles of Incorporation and Bylaws and amendments thereto and to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In the event that such dues or charges remain unpaid to the Association for a period of 60 days after the due date, then the Association may record a written notice with the Mason County Auditor that it claims a lien against a tract or subdivision thereof to which membership is appurtenant for the amount of delinquent dues and charges, together with interest at a rate of 12% per annum from the due date until paid and in addition all reasonable attorneys fees and costs. From and after the recording of such notice, the tract to which the membership is appurtenant shall be subject to a lien to the Association as security for such dues and charges in the amount designated therein with interest, costs and attorneys fees, and such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action, the Association shall recover reasonable attorneys fees and reasonable and necessary costs of searching and abstracting the public record. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in The Properties. Assessments will be used primarily for three (3) purposes: (1) for the improvement, maintenance, use and enjoyment of the Common Properties and in particular the private roads and property situated adjacent thereto legally described in the recorded Declaration of Easement, Mason County Record number _____; (2) for the

August 27, 1979

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payment of any assessment which may be due to Mason County or any other entity or governmental body; (3) for the payment of annual assessments to contribute to the maintenance of private roads owned by Reid (Alderwood Villa Acreage Tracts) as set forth in Agreement between Reid Realty Inc. Profit Sharing Plant & Trust, et al., and Jack Baty, et al. dated March 19, 1979, recorded under fcc number 358895.

Section 3. Basis and Maximum of Annual Assessments

Until the year beginning January, 1983, the annual assessment shall be \$60.00 per tract. From and after January 1, 1983, the annual assessment will be \$60.00, but may be increased or decreased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the ASSOCIATION may, after consideration of current maintenance costs and future needs of the ASSOCIATION, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3, 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 upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall require the consent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members of at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Authorized Action by the Association. The quorum required for any action shall be as follows:

At the first meeting called the presence of the meeting of members, or of proxies, entitled to cast fifty (50%) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting,

such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 7. Initial Assessment. All tract owners purchasing a tract from Developer shall pay an initial assessment of \$25.00 at closing. Thereafter annual dues shall be paid as provided below.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence on the first day of September, 1979.

The annual assessments shall be made for each calendar year. One-half of said assessment shall be due and payable by the record holder of the tract on January 10, and each year following, and one-half of said assessment shall be due and payable by the record holder of the tract on July 10, and each year following, unless later changed by the Board of Directors.

Annual dues of \$60.00 shall be prorated based on the month of closing of the Contract for the year of the sale.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each tract for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection of any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand, at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of The Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest and cost of collection as provided, herein, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days

after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 12 per cent per annum, and the Association may bring an action of law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of all legal or administrative action in collection, lien filing, preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that all liens for past due assessments and dues recorded with the Mason County Auditor as set forth herein shall have priority to and not be subordinated to mortgages, contracts or liens thereafter placed on the property. Sale, transfer, foreclosure, or any other proceeding in lieu of foreclosure shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated and accepted by the local public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all property owned by Developer; (d) all properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

NOTWITHSTANDING any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VIII.

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date this Declaration is recorded after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the tracts has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice requested to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the

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time of each mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Notice to Subsequent Purchasers. All persons selling a tract or any subdivision thereof, or any interest in any tract must prior to sale furnish all purchasers with a copy of these Covenants and Restrictions, the Articles of Incorporation, and the Property Report.

Jack G. Baty
JACK G. BATY
as attorney-in-fact
Shirley Baty
SHIRLEY BATY

H. E. Anderson
H. E. ANDERSON

Daniel Baty
DANIEL BATY

Vivian Anderson
VIVIAN ANDERSON

Pamela Baty
PAMELA BATY

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

On this 24th day of August, 1979, before me personally appeared, JACK G. BATY, to me known to be the individual described in and who executed the foregoing instrument for himself and also as attorney-in-fact or SHIRLEY T. BATY, his wife, DANIEL R. BATY and PAMELA D. BATY, H. E. ANDERSON and VIVIAN ANDERSON, and acknowledged that he signed and sealed the same as his free and voluntary act and deed as attorney-in-fact for said principals for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said principals are now living and legally competent.

Rebecca A. Alexander
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma

August 27, 1979

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EXHIBIT 1.

LEGAL DESCRIPTION OF PROPERTY NOW INCLUDED IN BELFAIR
ACREAGE TRACTS.

Real estate located in the State of Washington, County of
Mason described as follows:

The Northwest quarter of the Northwest quarter of Section 7,
Township 22 North, Range 1 West, W. M.

The Southwest quarter of the Northwest quarter of Section 7,
Township 22 North, Range 1 West, W. M.

The Southeast quarter of the Northwest quarter of Section 7,
Township 22 North, Range 1 West, W. M.

The Northwest quarter of the Southwest quarter of Section 7,
Township 22 North, Range 1 West, W. M.

The Northeast quarter of the Southwest quarter of Section 7,
Township 22 North, Range 1 West, W. M.

The North half of the Southeast quarter of the Southwest
quarter of Section 7, Township 22 North, Range 1 West, W. M.

The East one-half of the Northwest quarter Section 18, Township
22 North, W. M.

The following 40 acre acre parcel is owned by Developers and
may be supplemented to the BELFAIR ACREAGE TRACTS at a later
time:

The Southwest quarter of the Southeast quarter of Section 6,
Township 22 North, Range 1 West, W. M.

... : 16th FILED
REEL 220 FRAME 584-596
AUDITOR MASON COUNTY
PERCIVAL CLEVELAND

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REQUEST OF

Jack B. ...
1057 Monterey Ave
Tacoma WA 98461

August 27, 1979

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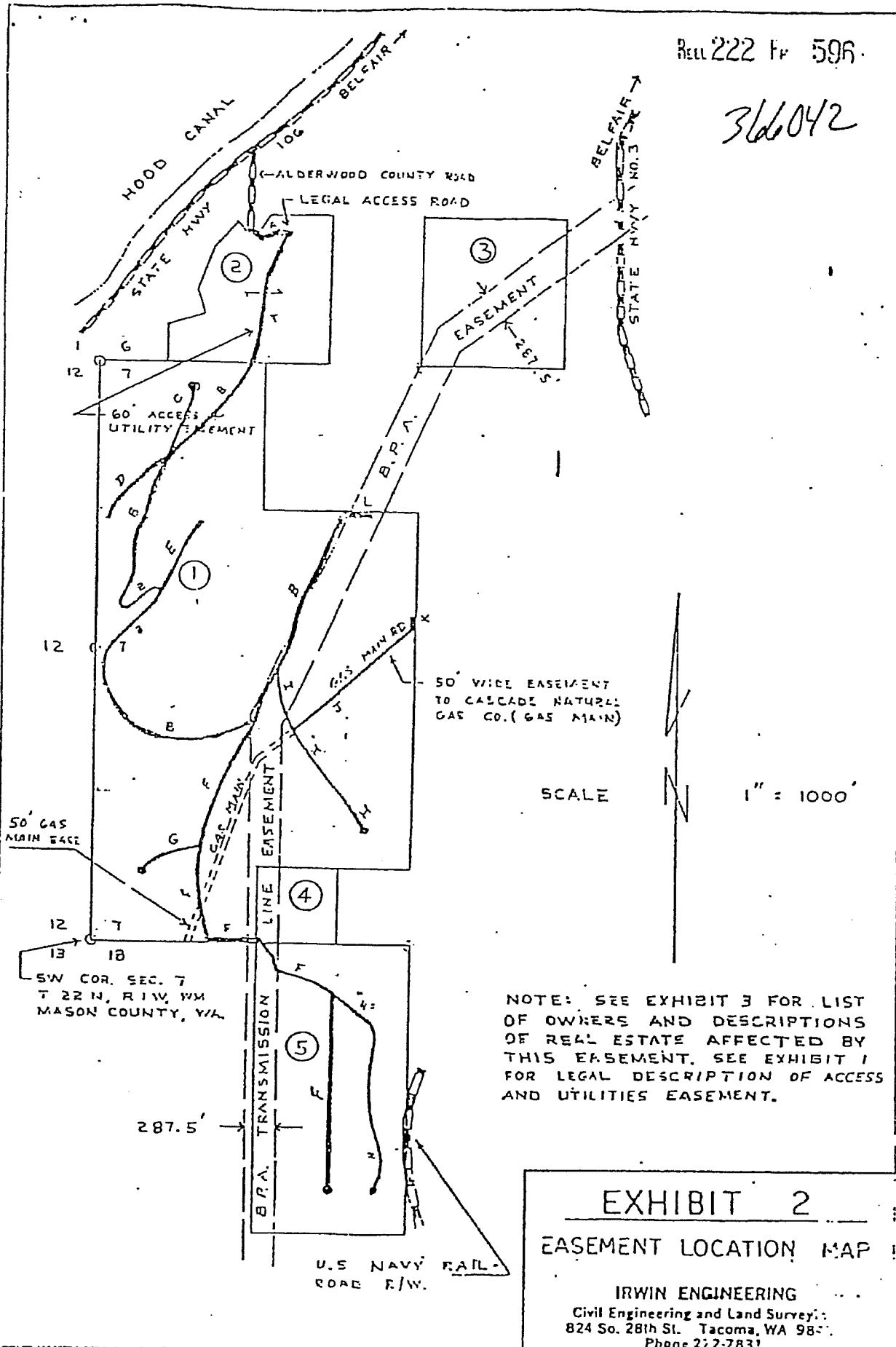


EXHIBIT 2
EASEMENT LOCATION MAP

IRWIN ENGINEERING
 Civil Engineering and Land Survey
 824 So. 28th St. Tacoma, WA 98402
 Phone 272-7831

EXHIBIT II

August 27, 1979

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