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Bremerton, Wa 98512

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GENERAL COUNCIL
KITSAP COUNTY AUDITOR
DEPUTY

"FRAGARIA LANDING"

THIS DECLARATION, made on the date hereinafter set forth, by the undersigned as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in Section 22, Township 23 North, Range 2 East W.M. Kitsap County, Washington, and more particularly described on Exhibit A.

NOW THEREFORE, the Declarant hereby declares that all of said property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions hereinafter set forth. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property. They shall run with the aforementioned property and shall be binding on all parties having or acquiring any right, title or interest in this property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future owner of the aforementioned real property.

ARTICLE I

DEFINITIONS

Section 1. "Association" means the Fragaria Landing Homeowners Association, a Washington Non-Profit Corporation organized pursuant to Title 24, Revised Code of Washington, and its successors and assigns.

Section 2. "Declarant" means Rand Holdings Ltd. an Alberta, Canada corporation.

Section 3. "Map" means the Survey Map as may be prepared and amended by Bennett P.S. & E. Inc. filed or record in Kitsap County Washington.

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Section 4. "Tracts" means the tracts as shown on the Survey Map and the amendments thereto, made by the Developer as may be permitted by Kitsap County. Each legally subdivided portion of a tract as shown on the Map which is under separate and distinct ownership shall also be considered as a "tract".

Section 5. "Common Area" consists of all of the private easements and property owned by the Association which now or hereafter benefits all of the owners of Fragaria Landing which includes the road easements and right-of-way, the beach access easement and project entrance easement. The tidelands owned by the Association as conveyed by the developer, and the improvements located on the easements and common areas.

Section 6. "Owner" refers to the record holders of a fee interest, grantors of a deed of trust, and contract purchasers in possession of a tract. The declarant shall be considered the owner of all tracts which have not been sold or which it may reacquire.

Section 7. "Development Period" shall mean the period from the recording of the Declaration until the declarant is the owner of less than 3 tracts.

Section 8. "Lender" means all first mortgagees, beneficiaries under a deed of trust, or lenders under a land contract secured by an interest in any tract and their successors and assigns.

ARTICLE II

PROPERTY RIGHTS / EASEMENTS

Section 1. Common Area: Each owner shall have the right to the use, enjoyment and benefit of a nonexclusive perpetual easement for ingress and egress over and upon the Common Area. This easement shall be subject to the right to all members of the association to use, enjoy and have the benefit of the Common Area upon the same terms. Such easement will also be subject to the right of the Association to suspend the right to vote of an Owner for any period during which (a) the assessment against his Tract remains unpaid, or (b) any violation of these covenants, or of the Association's published rules for which he is responsible remains unabated. An Owner may delegate his right to use and enjoyment of the Common Area to the members of his family, his guests and his tenants.

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Section 2. Utility Service: Puget Power, Pacific Northwest Bell, Telephone Utilities, Fragaria Landing Water Company, and any other electric, telephone, television cable, gas company, sewer company or their permittees shall have a non-exclusive perpetual easement over, under, and upon, or above the road right-of-way and common areas so they may install, construct, operate, and maintain their respective utilities. Said easements are reserved along each property line of each tract in the project ten feet in width, for the installation and maintenance of such utilities or service. The utility shall promptly restore the easement to their preexisting condition after excavation work.

Section 3. Water Service: The declarant has granted easements to Fragaria Landing Water Company to install a water system. The declarant is not affiliated with the water company or power company. The Water Company has agreed to coordinate the power and water installations. Each owner will be assessed on a pro-rata basis for power and water. The Standard Power and Water Agreement is incorporated by this reference and made a part hereof. The Water Company is an independent contractor, contracting with the owners of the tracts on an individual basis for the services.

Section 4. View Easement: At the request of the owner of a tract the Association shall have the right to enter upon all tracts for the purpose of cutting, clearing and trimming, topping and pruning trees or growths which may now or in the future become an obstruction to the view of any tract owner.

III

MAINTENANCE, IMPROVEMENT AND DEDICATION

Section 1. Maintenance: The Association shall have full responsibility for the maintenance and repair of the Common Areas. The Declarant and Kitsap County shall have the right to make all necessary slopes for the roadway cuts and fills outside of the roadways as shown on the Map and to drain water from such roadways across any tract or tracts where it takes a natural course from the roadway or encroachment on right-of-way, as built.

Section 2. Road Improvement Agreement: The sixty-foot (60) private roadways as shown on the survey map may be required for future County roadways except as provided herein.

- A. Each Owner hereby agrees to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (RID) pursuant to RCW 36.33;

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or any Road Improvement project sanctioned by Kitsap County, which is designed to improve the immediate street system of which they are a part provided that, this road improvement agreement shall not apply to the roadway from Tract 18 to the Beach Area or to other private accesses not on the main roadway.

- B. Timing of the formation of said CRID or other road improvement project shall be determined by Kitsap County consistent with RCW 36.88. The road improvement project shall call for the improvement of the above described roads to the minimum Kitsap County road standards applicable to the above described roads.
- C. Buildings constructed on any parcel abutting the above described roads shall be set back from the above described roadway by that distance which equals the yard requirement of the zone, and/or as determined by the ACC in special circumstances and uniformity.
- D. The Association shall prior to any RID maintain the roads in good repair at all times.

Section 3. Dedication: Upon the request by Kitsap County that any private easement roads in Fragaria Landing be dedicated to Kitsap County, each affected Owner shall dedicate the roadway portion of his Tract to the County for use, operation and maintenance as Public County Roads. A deed conveying such roadway area shall be delivered to the County on demand. This dedication shall not apply to the roadway from the east portion of Tract 18 to the beach common areas.

ARTICLE IV

THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS THEREIN

Section 1. Every Owner of a Tract, or portion thereof shall be a member of the Association and shall be bound by its By-Laws. Class A membership shall be appurtenant to and may not be separated from ownership of one or more Tracts.

Section 2. Each Owner, other than the Declarant, shall be a Class A member of the Association and shall have one (1) vote per Tract. The Declarant shall be a Class B member and shall have one (1) vote so long as it is a contract vendor or lienholder on a Tract.

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In addition, it shall have three (3) votes per Tract owned during the Development Period, and one (1) vote per Tract owned thereafter. When the Declarant no longer has any votes, its Class B membership shall terminate.

Section 3. Each Owner shall be bound by the Articles of Incorporation and By-Laws of the Fragaria Landing Home-owners Association, a non-profit Washington Corporation.

Section 4. Upon the request of the Declarant, any Owner, or adjoining land owner, the Association may elect to merge with a neighboring Association or annex additional properties and common area and add to its membership. Such merger or annexation shall be affective upon approval by either the Class B member, or two thirds (2/3) of the Class A member votes entitled to be cast. Each new member may be required to be bound by all or part of this declaration, as the expansion resolution shall provide. The declarant has granted adjoining owners a right to join the Association by document recorded under Kitsap County Recording number 8304200129.

Section 5. No member may vote at a meeting at a time they may be in default in any assessment or charge owing to the Association or Water Company.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the lien and personal obligation for assessments: Each owner by accepting a deed to or executing a contract for the purchase of a Tract (whether or not it shall be so expressed in such instrument), shall be deemed to covenant to pay to the Association:

- (1) Regular annual assessments,
- (2) Special assessments approved by the Association.

Such regular annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a personal obligation of the Owner of each Tract at the time when the assessment is due. Delinquent assessments, together with interest, costs and reasonable attorneys' fees, shall become a lien upon the Tract if the Association files a Claim of Lien with the Kitsap County Recorder. The priority of such

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lien shall be based upon the date the Claim of Lien is filed. The regular annual and special assessments must be the same for all Tracts subject to the assessments.

Section 2. Purpose of the Assessments:

A. The regular annual assessments levied by the Association shall be used to administer these covenants, and to maintain and improve the Common Areas and the roads.

B. The special assessments levied by the Association shall be used exclusively for the purposes described in the minutes of the membership meeting at which each such special assessment was approved.

Section 3. Regular Annual Assessments:

A. No assessments are anticipated for 1983. The Association may elect to determine the annual assessment which will be pro-rated over the remainder of the year.

B. Each subsequent year the annual assessment may be increased but not more than 10% above the assessment for the previous year without a vote of the membership.

C. The regular annual assessment may be increased above ten percent (10%) by affirmative vote of members holding a majority of the votes entitled to be cast at a meeting duly called for this purpose.

D. The actual amount of the regular annual assessment shall be fixed by the Board of Directors.

Section 4. Special Assessments: In addition to the regular annual assessments authorized above, the Association may levy a special assessment applicable to one or more years for the purpose of defraying, in whole or in part, the cost of any Association expense. Any such assessment shall have the assent of a majority of the member votes entitled to be cast at a meeting duly called for this purpose. Such assessment shall be separately billed and accounted for by the Association.

Section 5: Notice for any Action Authorized Under Section 3 & 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article V shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting.

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Section 6. Date of Commencement of Regular Annual Assessments: Collection: The annual assessments provided for herein shall be paid in advance for each calendar year. The first regular assessment paid by a purchaser from Declarant shall be adjusted according to the number of months remaining in the calendar year of purchase and paid in advance at closing, if applicable. Written notice of a regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. Assessments may be collected in such a manner, at such time, and in such installments as the Board of Directors may require. The association shall, upon demand, and for a reasonable charge furnish a certificate signed by a director of the Association setting forth whether the assessments on a specified Tract have been paid.

Section 7. Proration: When ownership of a Tract changes the liability for the regular annual and special assessments which have been established for the year of purchase shall be prorated between the buyer and seller in accordance with the number of days remaining in that year on the date of closing. All assessments due and payable on the day of closing shall be paid at closing by the party liable.

Section 8. Effect of Non-Payment of Assessment; Remedies of the Association: Any assessment not paid by the due date is delinquent and shall bear interest from that date at the rate set forth in the Bylaws. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose any lien against the Tract in the same manner as an action to foreclose a mortgage on real property. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Tract.

Section 9. Effect of Foreclosure: If a Lender becomes the Owner of a Tract by means of a mortgage foreclosure, trustee's sale under a deed of trust, land contract forfeiture proceeding (office or judicial), or a deed or assignment in lieu of foreclosure, any previously filed claims of lien against the Tract for unpaid assessments shall be void and no future claims of lien may be filed against the Tract for assessments due before the Lender assumed ownership.

ARTICLE VI

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ARCHITECTURAL CONTROLS

Section 1. An Architectural Control Committee (ACC) consisting of not less than three (3) persons shall be appointed which shall initially consist of the following: (a) David K. Dorland, (b) Robert McCary, (c) James Janaszak. Each member shall hold office until he resigns, is removed, or until his successor has been appointed and qualified. The Declarant shall have the authority to appoint the members of the ACC until the termination of the Class "B" membership as set forth in this Declaration. Thereafter, the members of the ACC shall be appointed by the Board of Directors.

Section 2. 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 3. The ACC shall have the authority to adopt and amend the written guidelines to be applied in the review of the plans and specifications, in order to further the intents and purposes 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 4. The ACC shall meet as necessary to perform its duties and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive compensation for their services. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

Section 5. 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 6. Neither the ACC 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 ACC for approval or for its 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.

Section 7. 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 private roads or driveways.
- B. The construction or erection of any building fence, wall or other structure, including the installation, erection, or construction of any solar collection devise.
- C. The remodeling, reconstruction, or alteration of any road, driveway, common area, building or other structure.
- D. The cutting, damaging, or removal of any tree which is greater than six (6) inches in diameter at a point four (4) feet above the ground level within a setback area.
- E. The removal of any living plant or tree from any portion of a tract within a setback area, except such removal as may be necessary under the terms of any other covenant applicable to the tract.

Any of such actions which has been approved shall only be taken in conformity with the plans and specifications actually approved by the ACC, and no changes in or deviations from the approved plans and specifications shall be made without the prior written approval of the ACC.

Notwithstanding any provision of this Declaration, no action taken by the Declarant to develop the property in accordance with the Development Plan shall require the approval of the ACC.

Section 8. Any person wishing to take any of the actions described above shall submit to the ACC two sets of plans and specifications which meet the following requirements:

- A. Plans for the construction or modification of roads or driveways shall show the proposed location course, width, grade and materials.
- B. Plans for the construction or modification of any building, fence, wall or other structure shall be with building elevation plans which, in addition to the details customarily shown on such plans, shall show the proposed location of the structure on the tract, the exterior color scheme, proposed outdoor lighting, proposed landscaping and shall show and otherwise identify any special needs or conditions which may arise or result from the installation, erection or construction proposed. At the request of the ACC, the person submitting such plans shall locate stakes on the tract which indicate the corners of the proposed structure.
- C. Plans for the removal of trees and plants.

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Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications; one copy of which shall be delivered to the owner or the tract. 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.

Section 9. Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with these covenants 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 the grading or drainage plan, location of the improvement on the tract, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed or landscaping plan or impact on view rights.

Section 10. In the event that the ACC fails to approve or disapprove an action within thirty (30) days after plans and specifications have been submitted to them; or in any event, if no suit to enjoin the action has been commenced within ten (10) days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied.

Section 11. 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, they shall notify the owner within such sixty (60) days, 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. If no action is taken within sixty (60) days of the completion of an improvement it shall be deemed to be satisfactory.

ARTICLE VII

RESTRICTIONS

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The following restrictions shall apply to the use of any and all property in the project:

1. No building or structure shall be erected, constructed, maintained or permitted upon a building site other than a detached, single family dwelling for single family occupancy, not to exceed two stories in height and a private garage or carport and/or out buildings all of which must first be approved by the ACC.
2. No single family residence shall be constructed on any tract at a cost less than \$70,000.00 exclusive of the land costs based upon the prevailing costs as of the date of this covenant to assure that all dwellings shall be of quality workmanship and the materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling. Any variation from this requirement must be with the written consent of the ACC. All exterior color of all structures shall be approved by the ACC.
3. All roofs shall be of rough sawn cedar or as approved by the ACC.
4. No structure, temporary or permanent, shall be located within 30 feet of any property line without the written approval of the ACC.
5. No mobile home will be permitted within the project area. Manufactured, prefabricated homes or otherwise must first be approved by the ACC.
6. All fences shall be uniform in height, color and construction and maintained in good order and shall be the responsibility of the owner of the tract. Metal fencing of any type shall first be approved by the ACC.
7. No house top antenna, or the like, shall be erected on any residence more than six (6) feet above the building without the written approval of the ACC.
8. No improvement or structure shall be constructed on or within any utility easement area or setback area without the written consent from the utility company using said easement and the ACC.
9. No trade, craft or commercial business, manufacturing or assembling enterprise or commercial activity of any kind shall be conducted or carried on upon any tract or within any structure. Nor shall any goods, equipment, vehicles (including but not limited to buses, boats, campers, trucks, trailers, bulldozers and other heavy equipment), or materials or supplies used in connection with any trade, service, business or personal endeavor be maintained on any tract or common area. The Declarant may, however, maintain a sales office.

10. No trailer, camper, motor home, basement, tent, shack or garage, barn or other such temporary structure or vehicle be erected or permitted within the properties as a residence, temporary or permanent.

11. The streets and setback areas of each tract shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of boats, trailers, campers, trucks or other vehicles of any nature.

12. No trash, garbage, ashes or other refuse shall be kept or maintained on any tract. All such waste shall be kept in sanitary containers. All containers shall be buried or screened so as not to be visible from the street or located in the setback areas.

13. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any tract or common area. The Developer or the Home Owner's Association may determine that a thing or use is undesirable or noxious and that determination shall be conclusive.

14. All signs permitted on the project area shall first be approved by the ACC.

15. Animals may be kept upon a tract subject to the rules and regulations of the Homeowner's Association. No animal that is a nuisance as determined by the Association shall be allowed.

16. The Developer and the Homeowner's Association may, at the expense of any owner of any tract, remove any of the nuisances or conditions described herein and may enter upon the properties to do so.

17. All electrical service, telephonelines and other outdoor utility lines shall be placed underground.

18. No tract may be subdivided for the purpose of sale or lease except with the prior written approval of the County. In no event shall the tracts be divided more than once and no tract shall be permitted unless it shall contain more than 2½ (two and one half) acres. The Developer shall not be responsible for any cost involved with the division of any tract, if allowed. Nothing herein shall prevent the Homeowner's Association from leasing a portion of a tract for recreational or community purposes.

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ARTICLE VIII

ADMINISTRATION AND ENFORCEMENT OF THESE COVENANTS

Section 1. The Association representative(s) may by appointment enter upon any tract for good cause for the purpose of performing its function under this Declaration. The Board of Directors may adopt and publish reasonable rules and regulations governing the use of the Common Area and interpreting this declaration and to establish penalties for the violation thereof.

Section 2. The Association or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violator(s) shall be responsible for all costs incurred in enforcing this Declaration, including reasonable attorney's fees. Such costs shall be due and payable within thirty (30) days after written notice from the Association and may be collected in the same manner as a regular annual assessment.

Section 3. The Association, its Board of Directors, and any agents or employees shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of the Declaration.

ARTICLE IX

DECLARANT'S RESERVED RIGHTS

Section 1. Declarant reserves to itself and its agents, employees, successors, assigns, and designated grantees, a non-exclusive perpetual easement for ingress, egress and utility service over, under, upon, through and above the roadway easements in Fragaria Landing.

Section 2. Declarant reserves the right to improve or upgrade all or part of the Common Area at any time, without Association approval, and to pay for all the costs of such work itself.

Section 3. Declarant reserves the right to expand the size of Fragaria Landing to include other adjacent properties. Declarant may carry out this expansion in one of the following ways:

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(1) By subjecting such adjacent real property to this Declaration by recording a supplement hereto. Said supplement may apply entirely different standards to said adjacent property than those set forth herein, including, but not limited to, those pertaining to: land use restrictions, lot size, density, architectural controls, and view/solar access easement. The owners of said adjacent real property shall become members of the Association with the same voting rights and liability for assessments as the original members.

(2) By recording a separate Declaration of Covenants, Conditions and Restrictions for such adjacent property with entirely different provisions than this Declaration which makes the owners of that property members of the Association created herein. Said new members shall have the same voting rights and liability for assessment as the original members.

(3) By granting the owners of such adjacent property an easement for ingress and utility service over any property which Declarant may reserve for the common use and enjoyment of all the owners.

(4) Declarant reserves the right to subdivide any of the properties into two and one half (2½) acre tracts or a planned unit development whose density shall not exceed one residential unit per two and one half (2½) acres.

ARTICLE X

AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended until terminated by an instrument signed by the owners of at least 75% of the tracts. This Declaration may be amended during the initial ten year period by an instrument signed by the owners of at least 90% of the tracts. This Declaration may be amended at any time thereafter by an instrument signed by at least 75% of the owners of the tracts. This Declaration may be amended during the development period by an instrument signed by at least 51% of the owners and the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. In no event shall the Association amend the minimum lot size as provided for in these Covenants. All amendments must be recorded in Kitsap County, Washington.

ARTICLE XI
SEVERABILITY

Invalidation of any one of these covenants, reservations or restrictions by judgment or court order shall in no way affect or invalidate any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 11 day of May, 1983.

RAND HOLDINGS, LTD., Trustee

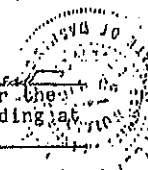
Robert L. Bergstrom
Robert L. Bergstrom
Attorney in Fact

STATE OF WASHINGTON)
County of KING) ss.

On this 11th day of May, 1983, before me personally appeared Robert L. Bergstrom, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Rand Holdings, Ltd., Trustee, and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal 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 said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

Shirley S. McHale
Notary Public in and for the
State of Washington, residing at
Bellevue



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Port Orchard Wa 98366

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ANNEXATION TO FRAGARIA LANDING

DECLARATION OF COVENANTS and

GRANT OF EASEMENT

NO. 88
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID JAN 06 1984

AMOUNT 0
COUNTY TREASURER
BY D. ADAMS

GENERAL HUFF
KITSAP COUNTY AUDITOR
DEPUTY RD

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THIS AGREEMENT made this 20th day of July, 1983, between RAND HOLDINGS LTD., an Alberta corporation, Trustee (Declarant), whose address is 955 Phipps McKinnon Building, 10010 - 101A Avenue, Edmonton, Alberta, Canada T5J 3G2, and TALMO INC., a Washington corporation, whose address is P.O. BOX 401, GIG HARBOR, WASHINGTON 98335.

WHEREAS: Declarant is the owner of Fragaria Landing Subdivision and the Declarant under the Declaration of Covenants, Conditions and Restrictions (Declaration) applicable to Fragaria Landing Subdivision, which is recorded under Kitsap County Auditor's File No. 8305120109.

WHEREAS: Article IX, Section 3, allows Declarant to annex additional lands to the above Declaration.

WHEREAS: TALMO INC., is the owner of an approximate 7-acre parcel adjacent to Fragaria Landing Subdivision, which is legally described as Lot 5 of the Plat of Fragaria as recorded in Volume 4 of Plats, page 28, records of Kitsap County, under Auditor's ~~File No.~~ Vol 4 Page 28, and desires to become part of the Fragaria Landing Homeowners Association.

NOW, THEREFORE, the parties agree as follows:

1. The above-described Lot 5 is hereafter subject to the Declaration of Covenants, Conditions and Restrictions, and Bylaws for Fragaria Landing Subdivision as they now exist and as they may be hereafter lawfully amended from time to time.

2. TALMO INC., and their successors and assigns, shall be Class A members of the Fragaria Landing Homeowners Association. Lot 5 shall be considered a "Tract" under said Declaration. Each legally subdivided portion of Lot 5 which is under separate and distinct ownership shall also be considered as a Tract. As members of Fragaria Landing Homeowners Association, they will have the same rights as other members to use the easement roads and other Common Area described in the Declaration and shall be liable for regular and special assessments in accordance with the Declaration.

3. Declarant hereby grants and conveys to TALMO INC., a non-exclusive perpetual easement for ingress, egress and utilities over the roadways shown on the Survey Map for Fragaria Landing 5-Acre Tracts recorded under Kitsap County Recording No. 8305120108.

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4. This annexation to the Association and easement is given in exchange for the view easement granted by TALMO INC., on 830740097, 1983. If said easement shall terminate for any reason, this easement and Association membership shall also terminate.

5. TALMO INC., acknowledges that they have read the Declaration and Bylaws of the Fragaria Landing Homeowners Association and are familiar with their contents. They agree to be bound by the architectural controls and land use restrictions in said documents. They understand and agree that their Lot 5 cannot be subdivided into more than two (2) tracts.

6. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

TALMO INC.
A Washington Corporation

RAND HOLDINGS LIMITED, Trustee
An Alberta Corporation

by James O. Tallman
President
by [Signature]
V. President

by Robert L. Bergstrom
Robert L. Bergstrom
Attorney in Fact

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STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me ROBERT L. BERGSTROM, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Rand Holdings Limited, and acknowledged that he signed the same as his and voluntary act and deed as Attorney in Fact for said principal 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 said principal is now living and is not insane.

GIVEN UNDER my hand and official seal this 14 day of July, 1983.

Robert L. Bergstrom
NOTARY PUBLIC in and for the
State of Washington, residing at
Redmond

STATE OF WASHINGTON)
COUNTY OF ~~KING~~ PIERCE) ss.

On this 21st day of JULY, 1983, before me personally appeared JAMES O. TALLMAN AND JOHN M. CURTIS, to me known to be the PRESIDENT AND VICE PRESIDENT

of TALMO INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



James O. Tallman
NOTARY PUBLIC in and for the
State of Washington, residing at
GIG HARBOR.

8401060085

882972177

7/12/83

8408100141

1150

P.O. Box 20098
Seattle, Wn. 98102

FILED FOR RECORD
REC. OF David Dealand

AMENDMENT

1984 AUG 10 PM 1:31

OF

SHERIL HUFF
KITSAP COUNTY AUDITOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

"FRAGARIA LANDING"

The undersigned pursuant to Article X "Amendments" of the Declaration of Covenants, Conditions, and Restrictions of Fragaria Landing which is filed under Auditor's File No. 8305120109, records of Kitsap County, Washington, which project is located within Section 22, Township 23 North, Range 2 East, W.M., in Kitsap County, Washington, hereby amends Article II, Section 3, and Article VII, Section 9, to read as follows:

Article II, Section 3

Water Service: The Declarant has granted easements to The Fragaria Landing Water Company to install a water system. The Water Company has agreed to construct a water supply system for Fragaria Landing and coordinate the installation of the power and telephone service with the supplying utility companies. Each Customer/Purchaser shall sign the Water Company's Standard Power and Water Agreement and receive water from the water company. A Customer/Purchaser shall pay a one-time utility construction assessment to the water company at the closing of the first purchase of each tract in Fragaria Landing, or at the time of commencement of construction of a permanent residence by one of the current owners described below. This assessment shall be a continuing lien until paid and shall be prior to all liens on the property, except taxes. Customer/Purchasers shall pay monthly assessments, which shall be a continuing lien prior to all other liens, except for first Mortgage/Deed of Trust liens on the property. The Declarant, and all of the current owners of the tracts, on the date of execution of this amendment, except for Tract #3, shall not be considered as "Customer/Purchasers" for purposes of this section and shall not be obligated to sign the Standard Water and Power Agreement unless they construct a permanent residence on their tract. The Declarant is not affiliated with the water company or any of the other utility suppliers. The Declarant shall have no responsibility for the delivery of any of the utility services to Fragaria Landing. The water company is an independent contractor, contracting with the individual tract owners for its services.

Article VII, Section 9

No trade, craft or commercial business, manufacturing or assembling enterprise or commercial activity of any kind shall be conducted or carried on upon any tract or within any structure, except as may be authorized by the Board of Directors of the Association. Equestrian facilities which involve the breeding, training and marketing of horses which are operated on the owners tract or tracts and which are not a nuisance shall be a permitted business activity within the project.

8408100141

REC13177R 39

Nor shall any goods, equipment, vehicles (including but not limited to buses, boats, campers, trucks, trailers, bulldozers, tractors and other equipment) or materials or supplies used in connection with any trade, service, business or personal endeavor be maintained on any tract or common area except in any area away from the public view or as approved by the ACC. However, Declarant may maintain a sales trailer or office on one of the tracts.

The subdivision is still in the Development Period and the undersigned constitute the owners of 51% of the lots, including the Declarant.

8408100141

REEL 3-17FR 40

FIRST AMENDMENT
TO FRAGARIA LANDING CCRs

RAND HOLDINGS LTD.

DATED: Aug 9, 1984.

by

Robert L. Bergstrom

Robert L. Bergstrom
Attorney in Fact

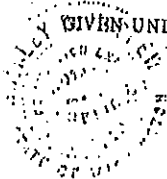
Number of Lots Owned: 6

STATE OF WASHINGTON

} ss.

County of King

On this day personally appeared before me ROBERT L. BERGSTROM, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Rand Holdings Limited, and acknowledged that he signed the same as his and voluntary act and deed as Attorney in Fact for said principal 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 said principal is now living and is not insane.



GIVEN UNDER my hand and official seal this 9 day of August, 1984.

Shirley B. McCreath
NOTARY PUBLIC in and for the State of
Washington, residing at
Bellevue

W32 CORPORATION LIMITED

DATED: Aug 9, 1984.

by

Robert L. Bergstrom

Robert L. Bergstrom
Attorney in Fact

Number of Lots Owned: 1

STATE OF WASHINGTON

} ss.

County of King

On this day personally appeared before me ROBERT L. BERGSTROM, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for W32 Corporation Limited, and acknowledged that he signed the same as his and voluntary act and deed as Attorney in Fact for said principal 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 said principal is now living and is not insane.



GIVEN UNDER my hand and official seal this 9 day of August, 1984.

Shirley B. McCreath
NOTARY PUBLIC in and for the State of
Washington, residing at
Bellevue

8408100141

REEL 317FR 41

FIRST AMENDMENT
TO FRAGARIA LANDING CCRs

~~THE STATE OF WASHINGTON~~ Rebli & McCarty Construction, Inc.
 DATED: 9th Aug, 1984, by Robert M. Cary
Robert McCarty Pres
 Number of Lots Owned: 4
 STATE OF WASHINGTON }
 COUNTY OF _____ } ss.

On this 8/9/84 day of Aug, 1984, before me personally appeared Robert M. Cary Pres to me known to be the only AUTHORIZED OFFICER of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Joseph B. Oakes
 NOTARY PUBLIC in and for the State of
 Washington, residing at
St. Charles

LIAD, INC.
 DATED: 8/9, 1984, by David K. Donald Pres
 Number of Lots Owned: 2 by David K. Donald Pres
 STATE OF WASHINGTON }
 COUNTY OF KING } ss.

On this 9th day of Aug, 1984, before me personally appeared David K. Donald Pres to me known to be the Pres of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

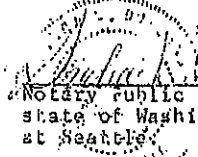
8408100141

Joseph B. Oakes
 NOTARY PUBLIC in and for the State of
 Washington, residing at REEL 317FR

FIRST AMENDMENT TO FRAGARIA LANDING CCRs con't

State of Washington)
County of King)

On this day personally appeared before me the below listed individuals to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7 day of August, 1984.


[Signature]
Notary Public in and for the
state of Washington, residing
at Seattle

[Signature]
Elizabeth G. Caley

6
Number of Lots owned

[Signature]
John H. Caley, Jr.

Co-Executors for the estate of
John H. Caley

[Signature]
Rock E. Caley

[Signature]
John H. Caley, Jr.

[Signature]
John H. Caley, Jr.

Husband and Wife

[Signature]
Marlene Caley

[Signature]
Rock E. Caley, Trustee

8408100141

REEL 317FR 43

FIRST AMENDMENT TO FRAGARIA LANDING CCRs CON'T

DATED: 8/9/84

Number of Lots Owned 1

Greylock Development Co. Inc.

by Prudence A. Riser sec.

STATE OF WASHINGTON.

County of Kitsap

} ss. (Corporate Acknowledgment)

On this 9 day of August, 1984, before me personally appeared Prudence Riser

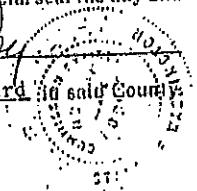
to me known to be the secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Pt. Orchard in said County.

8408100141

REEL 317FR 44



5
NOTICE OF CONTINUING LIEN

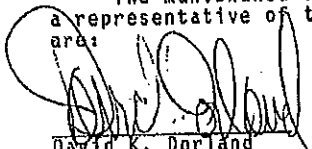
8709250106

Notice is hereby given that Fragaria Landing Homeowners Association has and, intends to continue to maintain the common areas located in Sec. 22, Twp. 23 N., Range 2 E., W.M., Kitsap County, Washington, more particularly described in a survey map recorded under Auditor's File No. 8305120108.

This lien for maintenance is intended to attach and become a charge to each legally divided 5 acre tract or subdivision thereof so that each legally divided tract shall share pro-rata in the maintenance costs from the date of the recordation of the subdivision with all the tracts and owners thereof.

This is also a continuing lien for water services and assessments by Fragaria Landing Water Company (not affiliated with the Homeowners Association) which charges and assessments may be obtained at the same parties and addresses listed below.

The maintenance assessment may be determined by contacting a representative of the Homeowners Association which currently are:



David K. Dorland
P.O. Box 20098
Seattle, WA 98102
(206)282-4200

Rush T. Caley
8289 Banner Rd. SE
Pt. Orchard, WA 98366
(206)857-7878

Rock E. Caley
3671 W. Frontage Rd.
Pt. Orchard, WA 98366
(206)479-1116

FILED FOR RECORD
REQ. OF *Rock E. Caley*
1987 SEP 25 AM 11:45
KAREN FLYNN
KITSAP COUNTY AUDITOR
DEPUTY e

STATE OF WASHINGTON, }
County of *King* } ss.

On this day personally appeared before me David K. Dorland

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *21st* day of *May*, 19 *87*.

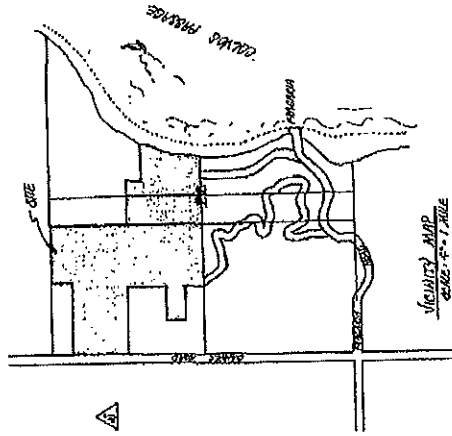
David K. Dorland
Notary Public in and for the State of Washington
residing at

8709250106
ACKNOWLEDGMENT, INDIVIDUAL
Form No. W-16



REEL 437FR 866

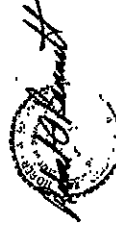
SEC. 22, TWP. 23 N., RB. 2 E., N.M.



NEIGHBORHOOD MAP
 SEC. 22, TWP. 23 N., RB. 2 E., N.M.
 KENTON COUNTY, WASHINGTON

NOTE: THIS IS A RECORD OF
 AREA, BOUNDARIES - FRIBARCA
 5 ACRE TRACT.

LEGAL DESCRIPTION
 ALL OF CONVEYMENT LOT 3, SECTION 22, TOWNSHIP 23 NORTH, RANGE 2 EAST, N.M.; EXCEPT THE FOLLOWING: 1.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER AT A POINT 400 FEET EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 2.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 3.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 4.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 5.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 6.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 7.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 8.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 9.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 10.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 11.00 AC. WEST EAST OF THE SOUTHWEST CORNER OF THE ADJACENT QUARTER; 12.00 AC. 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SURVEY NO. 82801803, 82801802, 82801801, 82801800

PLAT FOR
 THE NORTH HALF OF SECTION 22, TWP. 23 N., RB. 2 E., N.M.

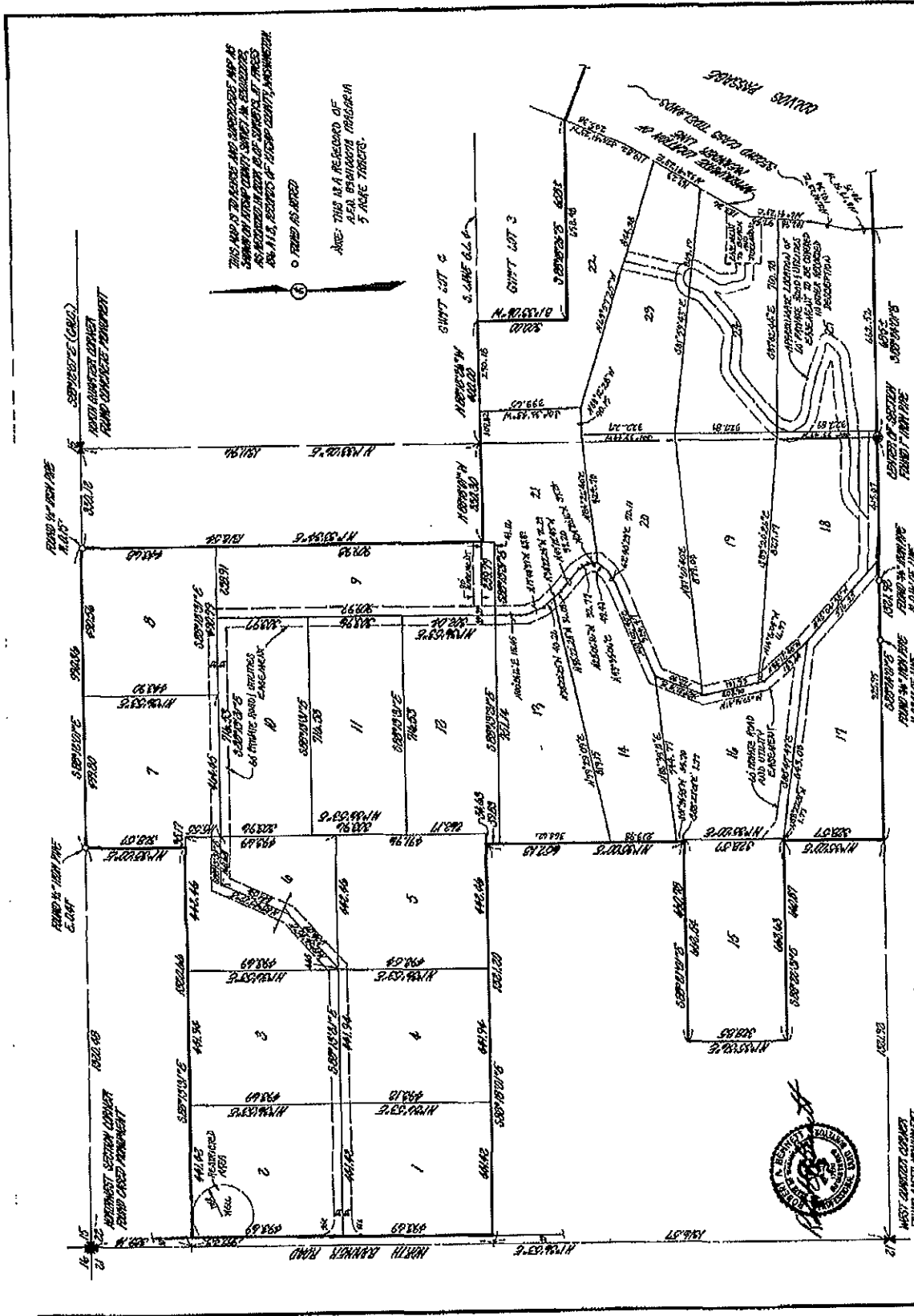
DATE 2/23/57
SCALE AS SHOWN
SHEET 1 OF 1

BENNETT P.S. & E., INC.
 SURVEYORS and ENGINEERS
 P.O. BOX 1031 PUYALLUP WA. 98371
 PUYALLUP 98503 SEATTLE 98134

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Surveying Act of the State of WASHINGTON, 1912.

DATE 2/23/57
CERTIFICATE NO. 8280

APPROVED [Signature]
 COUNTY CLERK



THIS MAP IS TO BE KEPT AND THE SURVEYOR'S MAP AS SHOWN ON THIS TRACT, SHOWN IN REVISIONS, AS ACCURATE IN EVERY RESPECT AS THE ORIGINAL AS A RECORD OF THE SURVEY AND THE TRACTS AS SHOWN THEREON.

AGE: THIS IS A RECORD OF THE AREA BOUNDARIES OF THE FERRARIA FIRE ARRE TRACTS.

DATE: 1-1-1957

BENNETT P.S. & E., INC.
SURVEYORS and ENGINEERS
 P.O. BOX 1031 PUYALLUP WA 98171
 PUYALLUP 846-8831 SEATTLE 835474

FERRARIA FIRE ARRE TRACTS
 BY THE NORTH HALF OF SECTION 24, T14N, R23E, M14, W.M.
 COUNTY: PUYALLUP COUNTY, WASH. COUNTY NO. 89-1987
 SHEET NO. 1 OF 2

APPROVED FOR THE SURVEYOR: *Robert H. Bennett*
 SURVEYOR'S CERTIFICATE: This map is a true and correct copy of the original as shown on the ground and is a true and correct copy of the original as shown on the ground.

APPROVED FOR THE ENGINEER: *Robert H. Bennett*
 ENGINEER'S CERTIFICATE: This map is a true and correct copy of the original as shown on the ground and is a true and correct copy of the original as shown on the ground.

19-0638