

**REVISED DECLARATION OF
RESTRICTIVE COVENANTS**

**FOR
TUSCANY PARK**

Replacing all previously recorded Restrictive Covenants

ARTICLE 1

Section 1. "Association" shall mean and refer to Tuscanly Park Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including a contract purchaser, but excluding those having such interest merely a security for the performance of an obligation.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use, enjoyment and maintenance of the owners.

Section 4. "Jointly Owned Property" shall mean and refer to all real property jointly owned by the lot owners. Each lot has a 1/23 ownership in Tracts A, B and C and the open space along with the private roads and the storm drain system.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision map of the property with the exception of the common area.

Section 6. "Declaration" shall mean and refer to the declaration of covenants, conditions, and restrictions applicable to the properties recorded in the office of the Pierce County Recorder.

ARTICLE 11

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the lots in said subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through, or under such grantees, they declare to and agree with each and every person who shall be or who shall become an owner of any of said lots, that said lots are and are hereby bound by the covenants set forth herein, and that the lots included in said Subdivision shall be held and enjoyed

subject to, and with the benefits and advantages of, the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

All property in the Subdivision shall be used solely and exclusively for private single family residences, with appurtenant garages, and no lot shall be further divided. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

ARTICLE 111

Maintenance of Private Roads, Private Drain System, Improvements and Other Jointly Owned Property

The Tuscan Park Homeowner's Association does not own the Jointly Owned Property, but it shall maintain said "Jointly Owned Property" as if it was "Common Area".

ARTICLE IV

Section 1: Owner's easements of Enjoyment"

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable assessments, or fees for use, maintenance, preservation, insurance and other costs related to the common area.
- (b) The right of the Association to dedicate or transfer all or any part of the common area to purposes, and subject to such conditions, as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of the total membership agreeing to such a dedication or transfer has been recorded.

Section 2. Delegation of Use

Any owner may delegate in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of their family, tenants or contact purchasers who reside on the property.

ARTICLE V

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of

the Association. Membership shall be appurtenant to, and may not be separate from, ownership of any lot which is subject to assessment.

Section 2. All property owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The votes for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VI

Covenants for Maintenance Assessment

Section 1. Creation of the lien and Personal Obligation of Assessments.

The owners of each improved lot within the subdivision, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) annually, bi-annually or monthly assessments or charges, and
- (b) special assessments to be established and collected as hereinafter provided

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the event that an owner, in a 2/3rd majority opinion of the Homeowner's Association Committee, fails to observe any requirement of these CCR's, then that owner will be given 30 days notice, either by mail or hand delivery, to rectify such situation. Failure to do so within the specified 30 days, or any extension thereof granted in writing by the Committee, can, at the Committee's discretion, be corrected by the Committee at the Homeowner Association's cost, and a lien for the resultant cost, together with interest and all other associated costs, accruing thereon at 12% per annum, shall be placed on the homeowner's property.

Section 2. Purpose of Assessments.

The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and the improvement, construction, establishment, repair, maintenance and other expenses of the common area, open space area, private roads and storm system (including, but not limited to, the maintenance, repair and preservation of the Native Growth Protection Easement (NGPE), entrance sign, entrance walls, planter, fences and mailbox stands), real property taxes, utilities, insurance etc. Assessments may also be levied to pay for any professional services and consultation fees incurred by the Association in carrying out its duties.

Section 3. Annual Assessment. The current assessment shall be the sum of \$240.00 paid quarterly, bi-annually or annually in advance, or in any other manner the Committee

decides, by a minimum 2/3rd vote, in consultation with the members of the Association. The Committee vote can be overridden by a 2/3rd vote of the Homeowners. Payments more than 3 months in arrears shall incur interest at the rate of 12% per annum from the date the payment fell due.

- (a) In December of each year, the Association or its elected representatives or elected Board of Directors, if any, shall make a reasonable estimate of expenses which will be incurred in the next calendar year and fix the amount of the assessment for that year. The assessment shall not exceed the Maximum Annual Assessment.
- (b) The Association may increase the Maximum Annual Assessment up to an increase of 10% over the previous Maximum Annual Assessment if a simple majority (51%) of the total membership who are voting in person or by proxy at a meeting duly called for, with written notice given, vote in favor of such an increase.
- (c) The Association may increase the Maximum Annual Assessment of an increase of over ten per cent (10%) over the previous Maximum Annual Assessment if a two thirds (2/3) majority of the total membership who are voting in person or by proxy at a meeting duly called for that purpose, with written notice given, vote in favor of such increase.

Section 4. Special Assessments for Capital Improvements.

In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, private road and storm system, provided that any such assessment shall have the assent of 2/3rds of the votes of the members who are voting or by proxy at a meeting duly called for this purpose.

Section 5. Exception to Maximum Assessment Limitation

The limitations of Maximum Annual Assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs and attorney's fees incurred in bringing the owner, or homes, and/or lot in compliance with the provisions of the Declaration.

Section 6. Notice and Quorum for any Action Authorized under Section 3 or 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be mailed or hand delivered to all members not less than ten (ten) days nor more than fifty (50) days in advance of the meeting.

Section 7. Uniform Rate of Assessment.

All assessments must be fixed at a uniform rate for all lots and may be collected on a

monthly, quarterly, bi-annually or annual basis.

Section 8. Date of Commencement of Assessments: Due Dates.

As to each particular lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of recording of any deed or contract of sale for the house or on the first day of the calendar month following occupancy of the premises, if the premises are rented. The assessments may be budgeted on an annual basis (referred to herein as an "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Committee shall fix the amount of assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed or hand delivered to every owner subject thereto. The due dates shall be established by the Committee and unless otherwise stated, the annual assessment shall be payable monthly, quarterly, bi-annually or annually. The Association shall, upon demand and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments plus interest, costs and attorney fees shall, if not paid within 30 days of notification, by mail or hand delivery, automatically and without further notice, create a lien on the property. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive of otherwise escape liability for the assessments provided herein by non-use of the common area or abandonment of their lot.

Section 10. Subordination of the Lien to Mortgages

The lien of an Assessment provided for herein shall be subordinate to a lien of any first mortgage (and to the lien of a second mortgage given to secure payment of the purchase price) now or hereafter placed on the lot, only in the event that the lien for delinquent assessments has not been recorded with the Pierce County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein when said mortgage is FHA, VA or Fannie Mae mortgage, then this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fannie Mae. Sale or transfer of any lot shall not affect the Assessment Lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

Section 11. Real Property Taxes.

In the event real property taxes shall become delinquent on the common area, the total

amount of the delinquent taxes shall be divided equally among all the owners, and said portion of each owner's share of delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was on the owner's lot. Alternately the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

ARTICLE VII

Architectural Control Committee

Section 1. Appointment and Membership

There is hereby constituted an Architectural Control Committee (the "ACC") which shall be comprised of a maximum of three owners. A majority of the ACC may designate a representative to act for it, which representative shall be known as the Control Architect. Neither the members of the ACC, nor the Control Architect, shall be entitled to any compensation for services performed pursuant to these covenants nor shall they incur any individual liability for any action or inaction made in good faith while acting as a member of the ACC or as the Control Architect.

The recorded owners of the lots shall have the power, through a duly held election called for this purpose, and by simple majority vote of members forming a quorum, to change, increase or reduce the membership of the ACC, or to remove any specific member therefrom.

ARTICLE VIII

Dwelling, Quality and Size

Section 1. The livable square footage floor area of the main structure, exclusive of open one story porches and garages, shall be not less than 1,500 square feet for a one story dwelling, and not less than 1,800 square feet for a dwelling of more than one story.

Section 2. All roofs to be of composition, tile or other material agreed to by the ACC, but shall exclude shake, and shall have a minimum pitch of four/twelve. The color to be approved by the ACC.

Section 3. All residential construction shall be completed within 6 months following commencement of work, including painting or staining of the exterior.

Section 4. All residences must have bevel siding on the front of the house as it faces the street. In addition, all residences built on a corner lot shall have bevel siding and landscaping on each side as it faces the street. No vinyl siding is permitted.

ARTICLE IX

Landscaping and Common Areas

Section 1. All front yards are to be landscaped within 6 months following completion of construction. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Architectural Control Committee.

Section 2. All of the Subdivision's common landscaping areas and entrance signs or monuments shall be maintained by the Tuscany Park Homeowner's Association.

ARTICLE X

Building Location

Section 1. No outbuilding or shed shall be located on any lots nearer to the front lot line or nearer to the side street line than the minimum building set-back lines provided for in the laws, statutes or ordinances of the appropriate local government authorities.

Section 2. All fences or boundary walls shall be constructed in accordance with Pierce County codes and shall have the approval of the ACC. No fence, wall, hedge or mass planting, other than a foundation planting (ie. lawns, ground cover etc.), shall be permitted to extend nearer to any street than the minimum setback required: provided further that no fence, wall, hedge or mass planting shall extend higher than six feet above the ground. All fences shall be constructed of cedar or a like wood material approved of by the ACC.

Section 3. Recreational vehicles or boats may not be parked or stored on any of the lots in the Subdivision, but are permitted to be parked and stored within the permitted side and/or rear yards, if properly screened from all other lots with a six foot high cedar fence.

ARTICLE XI

Nuisance

Section 1. No trade, craft, noxious or offensive business activity, commercial or manufacturing enterprise shall be conducted or carried on upon any residential lot or within any building located in this subdivision, nor shall any goods, equipment, vehicles (including buses and trailers of any description), materials or supplies in connection with any trade, service or business wherever the same may be conducted, kept, stored, dismantled or repaired outside any building on any residential lot, nor shall any goods, equipment or vehicles, including buses and trailers of any description, used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside any building on any residential lot.

Non-offensive business activities such as bookkeeping, data processing etc. are allowable. No noxious or offensive activity shall be carried on upon any lot, nor shall any activity be carried on, or any thing be done on any lot which may be, or become, an

annoyance or nuisance to, or decrease the value of the property of, any neighbor of the neighborhood in general.

ARTICLE XII

Temporary Structures

Section 1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be erected, placed on, or used on any lot at any time as a residence either temporarily or permanently. Any outbuilding or additions to a residence will be allowed only if the proper permits are received from the appropriate governmental agency. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the lot from placing a trailer on the lot during the period of construction.

ARTICLE XIII

Signs

Section 1. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the initial sales and construction period.

ARTICLE XIV

Oil and Mining Operations

Section 1. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, excavations or shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE XV

Pets, Livestock and Poultry

Section 1. Domestic household pets must be kept in individual yards. Such pets must be on a leash or under the direct control of the owner when outside the owners individual lot boundaries. All household pets are subject to existing and future governmental regulations or ordinances pertaining to them.

Section 2. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot and no building or other structure designed to house or contain such animals,

livestock or poultry shall be erected, maintained or placed on the property, except that dogs, cats or other household pets may be kept and ordinary or unusual structures provided to house them, provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE XVI

Garbage and Refuse Disposal

Section 1. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 2. No debris, old cars or machinery, or lumber and building materials shall be stored on any lot, except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat workmanlike manner during the construction of said dwelling. All building materials and debris shall be cleaned up and removed from the lot within thirty (30) days following completion of the building. Yard rakings, dirt and other materials resulting from landscaping work shall not be dumped onto the streets, other lots or the common areas.

ARTICLE XVII

Motor Vehicles

Section 1. (Add: Certain exceptions may be made at the discretion of the Committee (by a 2/3rd vote) for charitable or hardship cases. Such vehicles should be parked off the road and screened by a 6' high cedar (or similar) fence, subject to the approval of the ACC.).

ARTICLE XVIII

Parking

Section 1. Adequate off-street parking for at least three (3) cars shall be provided on each lot. Covered and enclosed parking shall be provided for not less than one (1) car, plus a driveway for two (2) additional cars. Variances can be granted by the ACC.

ARTICLE XIX

Antenna and Service Facilities

Section 1. Exterior antenna or satellite receiving facilities visible from the street in front of a lot shall not be permitted to be placed on any lot or roof or any structure erected thereon unless approved by the ACC. Clothes lines and other facilities shall be screened

so as not to be viewed from the street.

ARTICLE XX

Easements

Section 1. Easements for utilities and drainage are reserved per face of recorded plat. Within these easement areas, 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 or flow of drainage channels in the easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement areas.

ARTICLE XXI

Amendments

Section 1. The provisions for "restrictive covenants" hereof may be amended, changed, revoked or terminated in whole or in part by petition signed by seventy five percent (75%) of the lot owners of Tuscany Park, within thirty (30) days written notice to all current property owners of said plat of Tuscany Park.

ARTICLE XXII

General Provisions

Section 1. Term. The covenants contained herein are intended to, and do run with the land, in perpetuity, and shall be binding on all parties and all persons owning and occupying lots in Tuscany Park, or claiming under them unless an instrument signed by a 2/3rd majority of the then recorded owners of all the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Any party or person owning real estate situate in the subdivision shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

Section 3. Severability. Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

In witness whereof, the record owner has caused these presents to be signed this

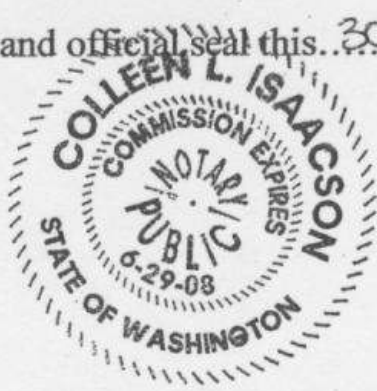
30TH day of July 2007

By Stuart R. Cluff, President, Tuscany Park Homeowner's Association

State of Washington
County of Pierce

On this day personally appeared before me Stuart R. Cluff, President of the Tuscany Park Homeowner's Association, 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 mentioned.

Given under my hand and official seal this 30th day of July, 2007.



Colleen L. Isaacson
Notary Public in and for
the state of Washington
Residing in Tacoma

On this day personally appeared before me Stuart R. Cluff 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 mentioned

Given under my hand and official seal thisday of.....2007

Notary Public in and for
the State of Washington
residing in.....