



PROCEDURE TO VACATE RIVIERA COMMUNITY CLUB FOR LOT COMBINATION COVENANT

MEMBER TO FILL OUT RCC LOT COMBINATION COVENANT FORM-----NO FEE

THIS FORM REQUIRES BOARD APPROVAL RETURN TO RCC ONCE SIGNED AND NOTORIZED

SEND TANNER FORM TO TANNER ELECTRIC-----NO FEE

ONCE APPROVED BY RCC AND TANNER SUBMIT TO PIERCE COUNTY-----FEE
(Pierce County has their own form)

THE PURPOSE OF SUBMITTING TO RCC AND TANNER ELECTRIC FIRST IS TO ENSURE THAT LOT COMBINATION WILL NOT INTERFERE WITH WATER OR POWER EASEMENTS, FURTHER COMBINED LOTS WILL BE ASSESSED INDIVIDUAL ANNUAL ASSESMENTS.



LOT COMBINATION COVENANT

Grantor: _____(Owner).

Grantee: Riviera Community Club, Inc, and the public.

Legal description (abbreviated): Lake Josephine Riviera Section No. _____ Lots _____.

Assessor's Tax Parcel ID # _____.

Whereas the undersigned is/are the Owner (s) or vendee (s) ("owner") of the real property in Pierce County, Washington, legally described as

Lots _____, Lake Josephine Riviera No. _____ according to the plat thereof recorded in Pierce County, Washington. ("the property"); and

Whereas the undersigned desires to combine the above lots into a single building site and has requested approval for the same from the Riviera Community Club.

Whereas the Riviera Community Club is willing to grant such approval conditioned upon the terms of this Covenant.

NOW, THEREFORE, in consideration of the granting of said approval, the undersigned hereby agrees as follows:

1. The Owner (s) of the Lots, their successors and assigns, shall pay assessments to the Riviera Community Club for each Lot as originally platted, notwithstanding the Lot combination. In addition, the Owner (s) of improved combined Lots, plus one stand by water fee for each additional Lot in the combination. (e.g. If three (3) Lots are combined into one (1) improved Lot the owner (s) will pay three (3) Riviera Community Club dues, one (1) water user fee, and two (2) stand by water fees). If the Owner (s), their successors and assigns, fail to comply with this Covenant a lien may be placed upon the Lot (s) for non-payment.
2. This Covenant shall be recorded with Pierce County Auditor.
3. **The Owner will supply Riviera Community Club business office with a copy of the Declaration of Lot Combination on file with Pierce County.**
4. This Covenant shall be a Covenant running with the land and shall be applicable to and enforceable against all subsequent Owners of the Lot (s).

APPROVED, RIVIERA COMMUNITY CLUB:

BY: _____

ITS: _____

DATED this _____ Day of _____, 20____.

Signature of Owner _____ Signature of Owner _____

Print name of Owner _____ Print name of Owner _____

STATE OF WASHINGTON)
COUNTY OF PIERCE)

Notary for owners only

On this _____ day of _____, 20____, before me personally appeared

_____ to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name: _____

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My commission expires: _____

TO: TANNER ELECTRIC
P.O.BOX 1426
NORTH BEND, WA 98045

SUBMITTED BY:
Section & Lot # _____
Parcel Numbers _____

RELEASE OF EASEMENT RIGHTS (applicable to vacating lot line(s) only)

The undersigned have the power to create easement rights or have received easement rights in and to certain real property situated in Pierce County Washington, in the plat of Lake Josephine Riviera No. _____ as recorded in such County, and desire to release and discharge a portion of such rights as hereinafter set forth. Now, therefore, the undersigned hereby release, discharge and quit claim to the present parties in interest of the servient property all of the undersigned's' easement rights in and to the following real property:

A strip of land ten feet in width, the center line of which is the common boundary line between Lot _____ and Lot _____, Lake Josephine Riviera No. _____ according to the plat thereof recorded in Pierce County, Washington.

In making this release of easement rights, the undersigned expressly reserve any and all rights to create easements or in established easements rights in the above described plat, except to the extent expressly released hereby. To the extent that the above described property may overlap or encroach upon any land within five feet of any other boundary line of either of the above lots and the above described common line, such property is excluded and excepted from the above-described real property.

DATED THIS _____ DAY OF _____, 20_____.

TANNER ELECTRIC

BY: _____

STATE OF WASHINGTON)
)
COUNTY OF)

BY: _____

On this ____ day of _____, 200 ____, before me personally appeared _____ and _____ respective of _____ that executed the within and foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and both stated on oath that they were 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 fixed by official seal the day and year first above written.

Notary Public in and for the State of Washington, residing
at

