
BRIDLEWOOD



OWNERS' ASSOCIATION

Thurston County Development Services
2000 Lakeridge Drive SW, Building 1
Olympia, WA 98502

Document Title(s): Covenants

Grantor(s): (Last, First, Middle Initial)

Bridlewood, Div. 1

Gemini Corporation

Rice, Rob

Additional grantors on page ____

Grantees(s):

Public, The

Legal Description: (In abbreviated form lot; block, plat name, section-township-range)

Ptn. SW 1/4 12-17-2W

Additional legal is on page ____

Assessor's Property Tax Parcel Account Number(s):

12712340200

Additional parcel #'s on page ____

The applicant must complete this form. The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLEWOOD OWNERS' ASSOCIATION

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EXHIBIT C - LAND USE, YARD MAINTENANCE AND TYPICAL EASEMENT DOCUMENT

Note: The building footprint shown is generic in nature and is intended to show the land use, yard maintenance obligation and sideyard easements. Site and plan specific layouts will be detailed on "Site Plans" - EXHIBIT D to be recorded as supplements at time of building permit.

EXHIBIT D - SITE PLANS - PLAN SPECIFIC WITH LAND USE, YARD MAINTENANCE AND EASEMENT INFORMATION

EXHIBIT E - RESIDENTIAL AGREEMENT TO MAINTAIN STORMWATER FACILITIES

EXHIBIT F - PLAT RESOURCE PROTECTION (IPM) PLAN



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

BRIDLEWOOD OWNERS' ASSOCIATION

LACEY, WASHINGTON

THIS DECLARATION is made this 23rd day of May, 2002, by Gemini Corporation, a Washington corporation, its successors and assigns, hereafter referred to as "Declarant."

RECITALS

A. Declarant is the fee owner of the Initial Covered Property as such term is defined in the Article entitled "Definitions" of this Declaration. this Declaration is being imposed by Declarant upon the Initial Covered property.

B. It is the desire and intention of the Declarant to create a planned development and to establish covenants, conditions and restrictions upon the covered Property and each and every portion thereof, which will constitute a general scheme for the management of the Covered Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

C. It is desirable for the efficient management of the covered Property and the preservation of the value, desirability and attractiveness of the Covered Property to create a corporation to which should be delegated and assigned the powers of managing the Covered Property, maintaining and administering the Community Property, administering and enforcing these covenants, conditions and restrictions, collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to, and to perform such other acts as shall generally benefit the Covered Property.

D. Bridlewood Owners' Association, a nonprofit corporation, has been incorporated under the laws of the State of Washington for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the Covered Property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Covered Property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.



ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 1.01. "Allowable Charges" shall mean and refer to the costs, late charges and interest in the amounts permitted which may be recovered by the Association when any Assessment becomes delinquent which, as of the date hereof, permits (i) reasonable costs incurred in collecting delinquent Assessments including reasonable attorneys fees, (ii) a late charge not exceeding twelve percent (12%), or the maximum allowable by law, of the delinquent Assessments or Ten Dollars (\$10.00), whichever is greater, and (iii) interest on all sums imposed in accordance with this Section, including the delinquent Assessment, reasonable costs of collection and late charges, at an annual percentage rate not to exceed twelve percent (12%) interest, or the maximum allowable by law, commencing thirty (30) days after the Assessment becomes due.

Section 1.02. "Annexed Property" shall mean and refer to any property described in a Supplementary Declaration that has been recorded in the Official Records and has become a part of the Covered Property.

Section 1.03. "Architectural Committee" shall mean and refer to the committee or committees provided for in the Article hereof entitled "Architectural Control."

Section 1.04 "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 1.05. "Assessments" shall mean Capital Improvement Assessments, Reconstruction Assessments, Regular Assessments, and Special Assessments, as each is defined in the Article entitled "Assessments" of this Declaration.

Section 1.06. "Association" shall mean and refer to Bridlewood Owners' Association, a nonprofit corporation incorporated under the laws of the State of Washington, its successors and assigns for the purpose of managing the Covered Property.

Section 1.07. "Association Management Documents" shall mean and refer to the Articles, Bylaws, Declaration and the Association Rules and any amendments to any of the foregoing.

Section 1.08. "Association Rules" shall mean rules adopted by the Board of Directors of the Association.

Section 1.09. "Board" shall mean the Board of Directors of the Association.

Section 1.10. "Budget" shall mean an itemized written estimate of the income and Common Expenses of the Association prepared from time to time pursuant to the provisions of the Bylaws.

Section 1.11. "City" shall mean and refer to the city of Tumwater, Washington, a municipal corporation of the State of Washington.

Section 1.12. "Common Expenses" shall mean and refer to the actual and estimated costs or amounts paid for:



(a) maintenance, management, operation, repair and replacement of the Community Property, and all other areas which are maintained by the Association pursuant to the provisions of this Declaration;

(b) unpaid Assessments;

(c) maintenance by the Association of areas within the public right-of-way of public streets in the vicinity of the covered Property as provided in this Declaration or pursuant to the agreements with the County;

(d) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(e) utilities, trash pickup and disposal, gardening and other services which generally benefit and enhance the value and desirability of the Covered Property;

(f) fire, casualty, flood, liability, worker's compensation and other insurance required to be maintained by the Association pursuant to the Article entitled "Insurance" of this Declaration;

(g) any other insurance obtained by the Association;

(h) premiums on all bonds required in this Declaration for the Association (except for premiums on fidelity bonds obtained by the management agent for its officers, employees and agents;

(i) reasonable reserves as deemed appropriate by the Board;

(j) Taxes paid by the Association;

(k) discharge of any lien or encumbrance levied against the Community Property or portions thereof;

(l) expenses incurred by the Architectural Committee or other committees established by the Board;

(m) security systems or services installed by or contracted for by the Association; and

(n) other expenses incurred by the Association for any reason whatsoever in connection with the community Property, or the costs of any other item or items designated by the Association Management Documents, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

Section 1.13 "Community Property" shall mean all real property and the improvements thereon, owned or leased from time to time by the Association for the common use and enjoyment of the Members. The Community Property within the Initial Covered Property is described as:

Open Space Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R.
Private Streets S, T, U, V, W and X.

Section 1.14. "County" shall mean and refer to the County of Thurston, State of Washington.



Section 1.15. "Covered Property" shall mean and refer to the Initial Covered Property and, subsequent to the annexation thereof pursuant to the Article of this Declaration entitled "Annexations," any Annexed Property.

Section 1.16 "Declarant" shall mean and refer to:

(a) Gemini Corporation, a Washington corporation, its successors and assigns, by merger, consolidation, or by purchase of all or substantially all of its assets; and

(b) any person or entity, his or its successors and assigns, who purchases or ground leases from the Declarant named in subsection (a) of this Section five (5) or more residences or one or more unimproved lots or parcels shown on a map filed for record in the County, within the Development for the purposes of selling or leasing residences to the public and, if applicable, conveying Community Property to the Association, if such purchaser or lessee agrees in writing with Declarant to accept assignment of the Declarant's rights and duties as to the portion of the Covered property purchases and such writing is recorded against such portion purchased.

Section 1.17. "Development" shall mean and refer to the covered Property.

Section 1.18. "Exhibit" shall mean and refer to any document so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration. If additional property is annexed pursuant to the Article entitled "Annexations" of the Declaration, exhibits similar to any Exhibit attached to this declaration may be attached to such supplementary Declarations pertaining to the annexed property, and each of such exhibits shall thereby be incorporated in this Declaration.

Section 1.19. "Federal Agencies" shall mean and refer to collectively one or more of the following agencies and the following letter designation for such agencies shall mean and refer to respectively the agency specified within the parentheses following such letter designation: FHA (Federal Housing Authority), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), GNMA (Government National Mortgage Association), VA (Veterans Administration).

Section 1.20. "Final Plat Recording" shall refer to the recording of all executed documents by the Thurston County, Washington, with the Auditor's Office, Thurston County, Washington.

Section 1.21. "Improvement" shall mean all:

(a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, swimming pools and other recreational facilities, roads, driveways, parking areas, fences, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or windpowered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;



- (d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants; and
- (e) any change or alteration of any previously approved Improvement including any change of exterior appearance, color or texture.

Section 1.22. "Initial Covered Property" shall mean the real property in the City and County described as:

Open Space Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R.
Private Streets S, T, U, V, W and X.

Section 1.23. "Lot" shall mean and refer to a lot shown on a final map or a parcel shown on the parcel map filed for record in the county as such lot or parcel may be adjusted by lot Line Adjustment recorded from time to time to the extent such lots or parcels are part of the covered property.

"Lot" shall further be designated as follows for the purposes of landscape, irrigation, fencing and landscape maintenance:

A Lot Lots 1 thru 74 inclusive in Division I

- 1) front yard to be landscaped, with irrigation and maintained by the Association.
- 2) rear yard to be fenced with six-foot (6') high cedar. Landscaping to be maintained by Owner.

Section 1.24. "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to the Article of this Declaration entitled "Association Membership," including Declarant so long as Declarant qualifies for membership pursuant to said Article.

Section 1.25. "Mortgage" and "Mortgagee" shall mean and refer respectively to any duly recorded mortgage or deed of trust encumbering a Residence and the holder of the mortgagee's or beneficiary's interest under any such Mortgage. "First Mortgage" and "First Mortgagee" shall mean and refer respectively to a Mortgage which has priority over all other Mortgages encumbering a specific Residence and the holder of any such First Mortgage.

The following additional terms describe Mortgagees or insurers or guarantors of Mortgages who are entitled to specific rights described in the Association Management Documents:

"Eligible Mortgage Holder" shall mean a First mortgagee who is entitled to receive notification from the Association and has the right to vote or approve any proposed amendment or action that requires the consent of a percentage of Eligible Mortgage Holders. such Eligible Mortgage Holder shall be entitled to receive such notification and to vote on such matters only if such Eligible Mortgage Holder delivered to the Board a prior written request therefore. Wherever the approval of all or a specified percentage of Eligible Mortgage Holders is required it shall be deemed to mean the vote or approval of all or a specified percentage only of those First Mortgagees who have become eligible Mortgage Holders by reason of having provided such notification to the Board. Wherever the vote or written approval of Eligible Mortgage Holders is required, it shall be deemed to mean the vote or approval of the percentage specified based on one (1) vote for each First Mortgage held.



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"Requesting Mortgagee, Insurer or Guarantor" shall mean the Mortgagee, or insurer or guarantor of a Mortgage entitled to receive timely written notification from the Association of certain matters as provided elsewhere in the Association Management Documents. To be entitled to receive such notification, the Mortgagee, insurer or guarantor must deliver to the Association a written request therefore stating the name and address of such Mortgagee, or insurer or guarantor and the address or other identification of the Residence encumbered by the Mortgage held, insured or guaranteed by such Mortgagee, or insurer or guarantor.

Section 1.26. "Official Records" shall mean the Official Records in the Office of the County Recorder of the County.

Section 1.27. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a residence, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. If a Residence is leased by Declarant for a term in excess of ten (10) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Residence is owned other than by Declarant, the Owner of the fee title and not the lessee of such Residence shall be deemed the Owner regardless of the term of the lease.

Section 1.28. "Phase" shall mean and refer to each increment of the Covered Property.

Section 1.29. "Residence" shall mean and refer to a Lot together with a residential dwelling unit, garages, structures and other improvements on the same Lot. Residence shall not include any Community Property.

Section 1.30. "Supplementary Declaration" shall mean a writing annexing additional property extending the plan of this Declaration of such additional property as provided in the Article entitled "Annexations" of this Declaration. Such writing which must be recorded in the Official Records of the County shall incorporate by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration, and shall contain such other provision set forth in this Declaration as relating to Supplementary Declarations, and such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration.

Section 1.31. Any use of a "Tradename" is intended as a marketing tool only with no effect on the "Legal Description" of either the Covered Property or the Initial Covered Property.

ARTICLE II

RIGHTS OF OWNERSHIP AND EASEMENTS

Section 2.01 - Amendment to Eliminate Easements. As long as Declarant is an Owner, any attempt to modify or eliminate this Section or any other easement or right reserved to Declarant in this Declaration shall require the prior written approval of Declarant.



Section 2.02 - Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

Section 2.03 - Development Rights and Easements Reserved to Declarant.

(a) Utilities. Easements over the (i) Community Property for the purpose of constructing, operating and maintaining thereon, therein or thereunder roads, streets, walks, driveways, parkways and park areas and (ii) the covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as are needed to service the Covered Property are hereby reserved by Declarant to and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of their Residences of the Community Property. The Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such installation and maintenance within a reasonable time after the occurrence of such damage or need for restoration.

(b) Cable Television. There is hereby reserved to Declarant over the Covered Property, together with the right to grant and transfer the same, the right to emplace on, under or across the Covered Property transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Covered Property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of his Residence.

(c) Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to Declarant's sales agents and representatives and prospective purchasers of Residences, over the Community Property as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the erection and sale or lease of Residences within the Covered Property provided, however, that such use shall not be for a period beyond the sale by Declarant of all Residences within the Development and provided further that no such use by Declarant and others shall otherwise unreasonably restrict the Member in the reasonable use and enjoyment of the Covered Property. The Declarant shall repair any damaged to and complete any restoration of the Covered Property caused or necessitated by such construction, display, maintenance, sales and exhibit purposes within a reasonable time after the occurrence of such damage or need for restoration.

(d) Public Bicycle and Pedestrian Trails. There is hereby reserved to Declarant, together with the right to grant and transfer the same, an easement for public ingress and egress over any bicycle, pedestrian, equestrian or other trails shown on any recorded final plat or parcel map covering the Covered Property or improvements.

(e) Utilities Shown on Plat Map. There is hereby reserved to Declarant, together with the right to grant and transfer the same, easements over the Covered Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on any recorded final tract or parcel map covering the Covered Property.

(f) Declarant specifically reserved to itself an easement under, over and upon the private streets designated as Tracts "T", "U" and "V" together with all Community Areas/Common Open Space areas designated as Tracts "A" thru "S" inclusive and Tract GG, for ingress, egress and utility purposes. This easement is for the development and/or annexation of the property adjacent to the Covered Property on the south.



Section 2.04 - Certain Easements for Owners.

(a) Rights and Duties: Utilities. Wherever sanitary sewer house connections, water house connections, air conditioning connections or ducts, electricity, gas, telephone lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to said Owners, an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon. Entry into a Residence for emergency purposes may be immediate. Entry into a Residence for other than emergency repairs shall be made only after notice has been given to the Owner as required under the provisions of the Bylaws. Entry in either event shall be made with as little inconvenience as possible to the Owner.

(b) Ingress, Egress and Recreational Rights. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to all owners together with the right of such Owners to grant and transfer same, nonexclusive appurtenant easements for ingress, egress, use and enjoyment (which includes, without limitation, the unrestricted right of ingress and egress to such Owner's Residence) on and upon the Community Property described in this Declaration or in any Community Property annexed pursuant to a Supplementary Declaration. These rights shall be subject to control and management by the Association as more particularly provided in the Section entitled "General Powers of the Association" of the Article entitled "General Powers and Duties of the Association" of this Declaration, and to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration.

(c) Sideyard Easements Pertaining to All Lots. Declarant, together with the right to grant and transfer the same to the Owners of the Lots described as "Dominant Tenement" on Exhibits C and D, sideyard easements as shown on said Exhibits (the "Sideyard Easement"), which easements shall be appurtenant to the Lots described on said Exhibits as "Dominant Tenement," and which easements shall the Lots described on said Exhibits as "Servient Tenement." Said sideyard easements shall extend over the portion of the Servient Tenement lying between the boundary of the Dominant Tenement and the wall or fence constructed on the Servient Tenement by the Declarant in the construction of the initial Improvements upon the Lots as depicted on Exhibits C and D. The Sideyard Easement area may be used for the purposes of landscaping, drainage, the establishment of a garden area and purposes related thereto which would permit planters, patio slabs and deck flooring but would specifically prohibit any Improvements that would require a building permit or approval by the County or City. The Sideyard Easement shall be conveyed subject to the following provisions:

(i) The Owner of the Dominant Tenement shall not attach any object to a wall or dwelling belonging to the Servient Tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the Servient Tenement.

(ii) The Owner of the Servient Tenement shall have the right of surface drainage in, over, across and upon the easement area for water draining from the Servient Tenement and/or from any dwelling or structure thereon and shall have the further right to concentrate drainage from the Servient Tenement under or through the subsurface of the easement



area except that such subterranean drainage shall only be permitted through drainage devices installed by Declarant in the original construction of the Residences, or, in the event of any damage or destruction, such drainage devices as repaired or reconstructed.

(iii) The Owner of the Servient Tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the Dominant Tenement for such entry, in order to (1) maintain eaves and appurtenances thereto and the portions of any dwelling structure fronting the easement area as originally constructed or as constructed pursuant to the Article hereof entitled "Architectural Control" except that the owner of the Servient Tenement shall not have the right to modify the structure or the glass of any window constructed and installed by the Declarant (i.e. windows designed to remain closed cannot be modified to permit opening and clear glass cannot be substituted for opaque glass) or install or construct other windows in any dwelling or structural wall that fronts the easement area, (2) maintain and repair drainage facilities and systems servicing the Servient Tenement located upon or within the easement area. In exercising such right, the Owner of the Servient Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, the Owner of the Servient Tenement shall not be responsible for damage such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

(d) Drainage. There is hereby reserved to Declarant together with the right to grant and transfer same to Owners of adjacent Residences, an easement for sheet flow drainage from the roof of the dwelling structure onto such adjacent Lot except that no Owner will have the right to concentrate drainage onto any adjacent Lot by use of drainage devices.

Section 2.05 - Certain Easements for Association.

(a) Association Rights. There is hereby reserved to Declarant easements over the Covered Property, together with the right and obligation to grant and transfer the same to the Association, for the purpose of permitting the Association to discharge its obligations and powers as described in the Association Management Documents including without limitation a right of entry for such purpose as provided in the Section entitled "Powers and Duties" of the Article entitled "Powers, Duties and Limitations of the Board" of the Bylaws.

(b) Rights and Duties: Utilities. Wherever sanitary sewer house connections, water house connections, air conditioning connections or ducts, electricity, gas, telephone lines or drainage facilities are installed within the Covered Property, and said connections, lines or facilities serve the Community Property, the Association shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to the Association, an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service the Community Property and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided the Association or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

Section 2.06 - Support, Settlement and Encroachment as Pertains to All Lots. There is hereby reserved to Declarant, together with the right to grant and transfer the same, the following reciprocal easements for the purposes set forth below:



(a) An easement appurtenant to each Residence which is contiguous to another Residence or Community Property which Residence shall be the dominant tenement and the contiguous Residence or Community Property shall be the servient tenement.

(b) An easement appurtenant to the Community Property contiguous to a Residence, which Community Property shall be the dominant tenement and which contiguous Residence shall be the servient tenement.

(c) It is provided, however, that in the event Community Property is the dominant tenement in an easement described in this Section, Declarant shall have the right to transfer said easement to the Association and not to Owners.

(d) Said easements shall be for the purposes of:

(i) engineering errors, errors in construction, reconstruction, repair, support and accommodation of the natural settlement or shifting of any portion of the improvements and for the maintenance thereof;

(ii) minor encroachments by reason of a roof or eave overhang from a Residence and for the maintenance of such roof or eave overhang by the Owner of the dominant tenement for as long as such encroachments exist; and

(iii) encroachment of fireplace, doorsteps, foundations, footings, garage doors, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the dominant tenement, which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, projects beyond the external surface of the outer walls of such structures.

The rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of any Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Residences or Community Property shall be easements for the maintenance of said encroachments as long as they shall exist.

Section 2.07 - Delegation of Use. Any Member may delegate his right of enjoyment to the Community Property to the members of his family or his tenants who reside on his Residence, or to his guests, or to a vendee under a land sales contract subject to the rules and regulations adopted by the board. In the event and for so long as an owner delegates said rights of enjoyment to his tenants or a vendee, said Owner shall not be entitled to the use and enjoyment of any facilities or equipment belonging to or controlled by the Association for the use and enjoyment of its Members.

Section 2.08 - Waiver of Use. No Member may exempt himself from personal liability for Assessments duly levied by the Association, or release the residence owned by him from the liens, charges and other provisions of the Association Management Documents by waiver of the use and enjoyment of the Community Property or the abandonment of his Residence.



ARTICLE III

DUTIES AND POWERS OF THE ASSOCIATION

Section 3.01 - General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

Section 3.02 - General Duties of the Association. The Association through the Board shall have the duty and obligation to:

(a) maintain and otherwise manage the following:

(i) all easements and real property and all facilities, improvements and landscaping thereon in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association;

(ii) all personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association; and

(iii) all property, real or personal, which the Association is obligated to repair or maintain pursuant to this Declaration, including, without limitation, the Article of this Declaration entitled "Repair and Maintenance."

(b) establish and maintain a working capital and contingency fund pursuant to the Section entitled "Reserves" of the Article entitled "Assessments" of this Declaration;

(c) accept and administer on behalf of and for the benefit of the Members any initial working capital fund or contingency reserve fund established by the Declarant, if any, pursuant to an agreement between the Declarant and any of the Federal Agencies;

(d) within ten (10) days of the delivery of written request, provide the Owner with (i) a copy of the Association Management Documents, (ii) a copy of the most recent financial statements of the Association, and (iii) a true statement in writing as to the amount of any unpaid Assessments and information relating to Allowable Charges which as of the date of the statement are or may be made a lien upon such Owner's Residence. A reasonable fee may be imposed for providing such documents and statement, but in no event shall the fee exceed the reasonable cost to prepare and reproduce the requested documents.

Section 3.03 - General Powers of the Association. Subject to limitations contained in the Section entitled "General Limitations and Restrictions on the Powers of the Board" of the Bylaws, and the Article entitled "Mortgagee Protection" of the Declaration, and elsewhere in the Association Management Documents, the Association, through the Board, shall have the power but not the obligation to:

(a) acquire interests in real or personal property for offices or other facilities that may be necessary or convenient for the management of the Covered Property, the administration of the affairs of the Association or for the benefit or enjoyment of the Members;

(b) limit the number of guests of Members and to limit the use of the recreational facilities, if any, on the Community Property by persons not in possession of a Residence but owning a portion of the interest in a Residence required for Membership;



(c) establish reasonable rules and regulations pertaining to the use of the Community Property;

(d) impose temporary suspensions of an Owner's rights or other appropriate discipline for failure to comply with the Association Management Documents, specifically, Article VI, Powers & Duties of the Board of Directors, Section 1(b) of the By-Laws. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to his Residence and cannot be empowered to cause a forfeiture or abridgment of any Owner's right to the full use and enjoyment of his Residence on account of the failure by the Owner to comply with provisions of the Association Management Documents except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments duly levied by the Association;

(e) borrow money as may be needed in connection with the discharge by the Association of its powers and duties and for the purpose of improving, replacing, restoring or expanding the Community Property or adding new Community Property and in aid thereof, to mortgage said property, provided that the Board has obtained the written approval of Eligible Mortgage Holders required under the Section entitled "Vote of Eligible Mortgage Holders and Owners" of the Article entitled "Mortgagee Protection" of this Declaration, provided that the rights of the lender thereunder shall be subordinated to the rights of the Members. In the event of a default upon any such mortgage of the Community Property, the lender's rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Community Property whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(f) subject to the approval rights of Eligible Mortgage Holders and Owners pursuant to the Article hereof entitled "Mortgagee Protection," dedicate or transfer all or any part of the Community Property to any public agency, authority or utility or other entity;

(g) establish in cooperation with the County or City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of this Section, all or any portion of the Community Property to said district;

(h) grant permits, licenses and easements on, over and under the Community Property for utilities, roads and other purposes not inconsistent with the intended use and occupancy of the Covered Property and reasonably necessary or useful for the proper maintenance or operation of the Covered Property; provided that such permits, licenses and easements shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Residence and the Community Property;

(i) negotiate and enter into contracts with Mortgagees and mortgage insurers and guarantors as may be necessary and desirable to facilitate the availability of loans secured by Mortgages within the Covered Property.



Section 3.04 - Pledge of Assessment Rights. The Association shall have the power to pledge the right to exercise its Assessment powers in connection with obtaining funds to repay a debt of the Association provided, however, any such pledge shall require the prior affirmative vote or written assent of not less than sixty-seven percent (67%) of the voting power of the Association. Said power shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association, which assignment may be then presently effective but shall allow said Assessments to continue to be paid to and used by the Association as set forth in this Declaration, unless and until the Association shall default on the repayment of the debt which is secured by said assignment. The Association may levy Special Assessments against the Members to obtain such funds. Upon the failure of any Member to pay said Special Assessment when due, the Association may exercise all rights, including, without limitation, the right to foreclose its lien pursuant to the Article hereof entitled "Enforcement of Assessment Liens." Without limiting the generality of the foregoing, any pledge of Assessment rights in excess of an amount equal to twenty-five (25%) of the total Regular Assessments collected by the Association in the then preceding fiscal year shall require the prior written approval of seventy-five percent (75%) of the Eligible Mortgage Holders. The levying of Special Assessments pursuant to this Section must also comply with the requirements of the Section entitled "Maximum Assessments" of the Article entitled "Assessments" of this Declaration.

Section 3.05 - Power of Attorney. In addition to any other rights, duties, obligations and power granted to the Association herein, and not in limitation of any such rights, duties, obligations and powers, each Owner appoints the Association as attorney-in-fact for the purpose of handling any losses or proceeds from condemnation, destruction or liquidation of all or any part of the Covered Property to the extent such functions are the obligation of the Association as such obligations are more particularly described in the Association Management Documents. All such proceeds shall be retained in the general funds of the Association except as specifically provided in the Articles entitled "Destruction of Improvements" and "Eminent Domain" of this Declaration.

Section 3.06 - Association to Defend Certain Actions. In the event that a lawsuit is filed against all or substantially all of the Owners as Members, or a lien is levied against all or substantially all of the Covered Property, the Association, upon a majority vote of the Members named as defendants or those Members whose property is covered by the lien, shall defend such lawsuit or cause such lien to be removed. The costs of such litigation or removal shall be a Special Assessment against all Members joined as defendants in such lawsuit or whose property is covered by the lien, provided, however, in the event that an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association shall be relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense. In the event that a Member so chooses, he shall not be relieved of liability for the Special Assessment provided for in this Section.

ARTICLE IV

ASSOCIATION MEMBERSHIP

Section 4.01 - Membership. Every Owner including the Declarant as long as Declarant continues to be Owner by virtue of holding title to a Residence shall be a Member. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws and



Association rules to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Residence. Ownership of a Residence shall be the sole qualification for membership.

Section 4.02 - Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred to the transferee of the interest of an Owner required for membership. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner.

Section 4.03 - Plural Memberships. A member may own more than one membership in the Association by complying with the qualifications of membership as to more than one (1) residence as set forth in this Article and the Section entitled "Owner" of the Article entitled "Definitions" of the Declaration.

ARTICLE V

MEMBERSHIP VOTING RIGHTS

Section 5.01 - Voting Rights. All voting rights shall be subject to the restrictions and limitations provided in the Association Management Documents and shall commence at the time specified in the Section entitled "Vesting of Voting Rights" of the Article entitled "Vesting of Voting Rights" of the Article entitled "Assessments" of this Declaration. Except as provided in the Article entitled "Enforcement of Bonded Obligations" of the Declaration, wherever a provision of the Association Management Documents requires the approval of Members other than Declarant, it shall be deemed to mean:

(a) as long as there is a Class B membership, the vote of the prescribed percentage of the total voting power of each class of membership; or

(b) after the Class B membership has been converted to Class A membership, the vote of the prescribed percentage of the total voting power of the Association as well as the vote of a prescribed percentage of the total voting power of Members other than Declarant.

Section 5.02 - Classes of Voting Membership. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Declarant until the Class B membership has been converted to Class A membership, and after such conversion all Owners shall be Class A Members. Class A Members shall be entitled to one (1) vote for each Residence in which they hold the interest required for membership. When more than one person owns a portion of the interest in a Residence required for membership, each such person shall be a Member and the vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one (1) Class A vote be cast with respect to any Residence. The Association may, but shall not be obligated to, refuse to recognize the vote or written assent of any such co-Owner,



except the vote or written assent of the co-Owner designated in a writing executed by all of such co-Owners and delivered to the Association.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Residence in which it holds the interest required for membership; provided that Class B membership shall forever cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;

(b) January 1, 2008.

Annexation of adjacent properties must be recorded prior to the conversion date of Class B membership in order to retain Class B status of previous phases. All phases shall vote as a whole rather than as individual phases.

Section 5.03 - Approval of All Members. Unless elsewhere otherwise specifically provided in this Declaration, any provision of this Declaration which requires the vote or written assent of either the voting power of the Association or of Members other than Declarant shall be deemed satisfied by the following:

(a) The vote in person or by proxy of the specified percentage of all of the votes which are entitled to be cast. Said vote shall be at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members;

(b) Written consents signed by the specified percentage of all of the votes which are entitled to be cast. Said vote by written consent shall be solicited pursuant to the procedures provided in the Bylaws.

ARTICLE VI

ASSESSMENTS

Section 6.01 - Agreement to Pay. Subject to limitations contained in the Association Management Documents, the Association shall levy Assessments sufficient to perform its obligations under the Association Management Documents. Each Owner, including the Declarant to the extent Declarant is an Owner as defined herein, is deemed to covenant and agree to pay to the Association Assessments to be fixed, established and collected from time to time as provided in this Declaration.

Section 6.02 - Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Members, the management of the Covered Property, enhancing the quality of life in the Covered Property, and the value of the Covered Property including, without limitation, the improvement and maintenance of the Covered Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Community Property, or in the furtherance of any other duty or power of the Association.

Section 6.03 - Cable Television Service Assessments. "Cable Television Service Assessment" shall mean a charge against an Owner and his Residence for cable television services. The Board



may, but shall not be obligated to contract with a cable television service company to provide service for the benefit of Members who subscribe for such service. In the event the Board makes such election, Cable Television Service Assessments shall be levied against owners who have subscribed with the Association for such service and shall be payable in full or in installments, and at the times designated by the Board.

Section 6.04 - Capital Improvement Assessments. "Capital Improvement Assessment": shall mean a charge against a Member and his Residence levied by the Association in any calendar year applicable to what year only, for the purpose of defraying, in whole or in part, the cost of any installation, construction or replacement (other than due to destruction) of a described capital improvement upon the Community Property to the extent the same is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements," including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall not be deemed a contribution to the capital account of the Association by Members.

Section 6.05 - Reconstruction Assessments. "Reconstruction Assessment" shall mean a charge against each Member and his Residence representing a portion of the cost to the Association for the repair, replacement or reconstruction of any portion or portions of the Community Property pursuant to the provisions of the Article entitled "Destruction of Improvements" of this Declaration.

Section 6.06 - Regular Assessments.

(a) "Regular Assessment" shall mean the charge levied against each Member and his Residence representing such Member's proportionate share of the estimated Common Expenses for the forthcoming fiscal year. Prior to the beginning of each fiscal year, as more particularly provided in the Bylaws, the Board shall distribute to each Member a pro forma operating statement or budget for the upcoming fiscal year which shall estimate the total Common Expenses to be incurred for such fiscal year. The Board shall at that time determine the amount of the Regular Assessment and the installments thereof, to be paid by each Member. Each such installment shall be due and payable on a date established by the Board in the written notice sent to Members.

(b) In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy, issue a supplemental estimate of the Common Expenses and to the extent permitted in the Selection entitled "Maximum Assessments" of this Article, determine the revised amount of the Regular Assessment and installments thereof, if applicable, against each Member, and the date or dates when due.

(c) The Regular Assessment levied against each "A" Member for the initial fiscal year of the Association shall be Fifty-Five Dollars (\$65.00) per lot per month from the date of recording of Final Plat in the development, and for each "B" Member, Ten Dollars (\$10.00) per month.

(d) A separate capital improvement account shall be maintained and funded as provided herein. A special assessment equaling two months of the total annual assessment (1/6 of the annual assessment), shall be assessed and paid upon any conveyance of a lot.



Section 6.07 - Special Assessments. "Special Assessments" shall mean a charge against a particular Owner and his Residence, directly attributable to the Owner for charges and costs that are designated as a Special Assessment in the Association Management Documents, and include, without limitation, the following:

(a) cost of any action or undertaking on behalf of the Association which is not specifically covered under Regular Assessments, Capital Improvement Assessments, Reconstruction Assessments, or Cable Television Service Assessments;

(b) any charge designated as a Special Assessment in the Association Management Documents;

(c) charges imposed against any Owner consisting of reasonable late payment penalties for delinquent Assessments and/or charges to reimburse the Association for the loss of interest if permitted by law and for costs reasonably incurred, including attorney's fees, in its efforts to collect delinquent Assessments;

(d) charges against any Member to reimburse the Association for costs incurred in bringing such Member and his Residence into compliance with the provisions of the Association Management Documents, which Special Assessments may be levied upon the vote of the Board after notice and an opportunity for a hearing.

(e) in the event the Association undertakes to provide materials or services which benefit individual Residences and which can be accepted or not by individual Owners, such Owners in accepting such materials or services agree that the costs thereof shall be a Special Assessment.

Section 6.08 - Maximum Assessments. The Board shall not impose Regular Assessments or any other Assessment to defray any act or undertaking of the Association that is more than ten percent (10%) greater than the Regular Assessment for the Association's preceding fiscal year or impose any other Assessment to defray any act or undertaking of the Association which in the aggregate for the fiscal year exceeds five percent (5%) of the estimated Common Expenses of the Association for the said fiscal year without the vote or written assent of a majority of the voting power of the Association cast at a meeting or election of the Association. The provisions of this Section do not limit Assessment increases for the following purposes:

(a) the maintenance and repair of the Community Property or other areas which the Association is obligated to maintain or repair, including but not limited to, the payment of insurance premiums, the payment of utility bills, the costs incurred in maintaining or repairing structures or Improvements, and funding reserves.

Section 6.09 - Assessment Allocation. Assessment shall be fixed at an equal amount for each residence for Regular Assessments, Capital Improvement Assessments, Reconstruction Assessments and Special Assessments levied against all Residences for an act or undertaking of the Association not covered under Regular Assessment and Capital Improvement Assessments.

The provisions of this Section do not apply to an assessment levied by the Board to reimburse the Association for costs incurred in bringing the Member and his Residence into compliance with the provisions of the Association Management Documents but any such Assessment shall be subject to the provisions of the Section entitled "Costs and Charges Not Subject to Lien" of this Article.

All Assessments may be due at times selected by the Board.



Section 6.10 - Costs and Charges Not Subject to Lien. A monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Association Management Documents or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Community Property for which the Member was allegedly responsible or in bringing the Member and his Residence into compliance with the Association Management Documents may not be characterized nor treated as an Assessment which may become a lien against such Member's Residence enforceable in accordance with the Section entitled "Foreclosure Sale" of the Article entitled "Enforcement of Assessment Liens" of the Declaration. Nothing in this Declaration, however, shall prevent the Association from bringing an action at law or in equity against a Member to collect any monetary penalty imposed by the Association for any of the foregoing reasons.

Section 6.11 - Certificate of Payment. The Association, shall upon demand, furnish to any Member liable for Assessments a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the Assessments on such Owner's Residence have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6.12 - Exempt Property.

(a) Declarant and any other Owner of a Residence which is not suitable for human occupancy shall be exempt from payment of that portion of the Regular Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of the structural improvements. Any such exemption shall be in effect only until (i) sixty (60) days after date of the first conveyance of a Residence within the Covered Property; (ii) a notice of completion of the structural improvement has been recorded in the County or (iii) until one hundred twenty (120) days after the issuance of a building permit for the structural improvements, whichever occurs first.

(b) All properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments created herein.

Section 6.13 - Date of Commencement of Regular Assessments. The Regular Assessments shall commence with respect to all Residences in a Phase on the first day of the month following recording of the final plat. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year. The Regular Assessment amount shall be fixed by the Board and written notice sent to every Owner subject thereto as more particular provided in the Section entitled "Regular Assessments" of this Article. In the event the amount budgeted to meet Common Expenses for the then current year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

Regular Assessments shall be paid monthly, in advance, and without notice.

Section 6.14 - Vesting of Voting Rights. An Owner's right to vote shall vest immediately upon the date Regular Assessments are levied against the Phase in which such Owner's Residence is located.

Section 6.15 - No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association is not properly exercising its duties and



powers as provided in this Declaration; (ii) a Member has made and elects to make no use of the Community Property; or (iii) any construction or maintenance performed pursuant to the Section entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of this Declaration shall in any way postpone Assessments or entitle a Member to claim any such offset or reduction.

Section 6.16 - Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Washington now in effect or in effect from time to time hereafter.

Section 6.17 - Reserve.

(a) The Regular Assessments which are payable in regular installments as established by the Board include an adequate reserve fund established by the Board to cover the deductible amounts of any insurance policies maintained by the Association and for the periodic maintenance, repair and replacement of Community Property improvements that may be required to be maintained by the Association pursuant to this Declaration.

(b) All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association, and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by the United States of America. The reserve fund is for the purpose of effecting replacements for structural elements and mechanical equipment of any recreational or other facilities owned by the Association or owned in common by the Members and maintained by this Association pursuant to the Declaration, or for any other purposes as may be determined by the Board. Such reserves shall be deemed a contribution to the capital account of the Association by the Member.

Section 6.18 - Subordination of Assessment Liens. The lien of the Assessments and Allowable Charges provided for in this Declaration shall be subordinate to the lien of any First Mortgage upon any Residence. The foreclosure of any lien provided for in the Article hereof entitled "Enforcement of Assessment Liens" for the payment of Assessments and Allowable Charges shall not operate to affect or impair the lien of a First Mortgage; and the foreclosure of the lien of a First Mortgage or the sale under a power of sale included in such First Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair such Assessment lien, except that any persons who obtain an interest through any of the Events of Foreclosure, and the successors in interest, shall take title free of such Assessment lien or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the Assessment lien for all said charges that shall accrue subsequent to the Events of Foreclosure. Notwithstanding the foregoing, any such delinquent Assessments that were extinguished pursuant to this paragraph may be reallocated and assessed to all Residences as a Common Expense.

A First Mortgagee's rights pursuant to this Section shall not be affected by the failure of such First Mortgagee to deliver a notice to the Board.



ARTICLE VII

ENFORCEMENT OF ASSESSMENT LIENS

Section 7.01 - Delinquency. Any Assessment provided for in this Declaration which is not paid shall be delinquent fifteen (15) days after such Assessment was due (the "delinquency date") and Allowable Charges may be required if an Assessment becomes delinquent. The Association may at its option, and without waiving the right to judicially foreclose its lien against the Residence, pursue any available remedies, including, without limitation, bringing an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in the section entitled "Personal Obligation - Lien" of this Article, to foreclose the lien against the Residence under the power of sale granted herein. Each Member vests in the Association, or its assigns, the right and power to bring all actions at law or any lien foreclosure against such Member or other Members for the collection of such delinquent Assessments.

Section 7.02 - Personal Obligation - Lien. An Assessment and any Allowable Charges, shall be a debt of the Owner of the Residence at the time the Assessment or other sums are levied. The amount of the Assessment, plus any Allowable Charges, shall be a lien on the Owner's Residence. The Notice of Delinquent Assessment, recorded in the Official Records shall state: (i) the amount of the Assessment and Allowable Charges; (ii) a description of the Owner's Residence against which the Assessment and Allowable Charges are levied; (iii) the name of the record Owner of the Residence against which the lien is imposed; and (iv) in order for the lien to be enforced by nonjudicial foreclosure as hereinafter provided, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by the officers authorized for such purpose by resolution of the Board or by the president of the Association. Upon payment of the sums specified in the Notice of Delinquent Assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof. A lien created pursuant to this Section shall be prior to all other liens recorded subsequent to the Notice of Delinquent Assessment, except (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (ii) the lien or charge of any First Mortgage of record.

Section 7.03 - Foreclosure Sale. Said Assessment lien created pursuant to this Article may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment.

ARTICLE VIII

USE RESTRICTIONS

Section 8.01 - Commercial Use. Subject to the Section entitled "Construction and Sales" of the Article entitled "Rights of Ownership and Easements" of this Declaration, no part of a Residence shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes; provided, however, that the Association shall have the right to provide or authorize such services on the Community Property as it deems appropriate for the enjoyment of the Community Property or for the benefit of the Members.

Section 8.02 - Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (i) such signs as may be used by Declarant or its sales



agents in connection with the development of the Covered Property and sale of the Residences and (ii) signs installed or displayed by the Association; provided, however, that a Member may display on his Residence a sign advertising the sale or lease of his Residence so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualification for permitted signs. The Declarant shall repair any damage to or complete any restoration of the Covered Property caused or necessitated by the display of signs by Declarant or its sales agents within a reasonable time after the occurrence of such damage or need for restoration.

Section 8.03 - Nuisance. No noxious or offensive trade or activity shall be permitted upon any Residence or any part of the Covered Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence, or which shall in any way increase the rate of insurance on Any Residence or the Covered Property.

Section 8.04 - Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Residence at any time, either temporarily or permanently.

Section 8.05 - Vehicles.

(a) Except as provided in this Section, no commercial vehicle, recreational vehicle or equipment shall hereafter be permitted to remain upon the Covered Property, including, without limitation, streets, alleys or driveways unless placed or maintained in the rear or on the side of a Residence with an enclosed area, or unless obscured from view of adjoining Residences, streets, or alleys by a solid wall or fence or appropriate screen, nor permitted to be parked on any street, alley, or any other portion of the Covered Property. This restriction shall not be deemed to prevent temporary parking for loading and unloading of vehicles or the temporary parking of commercial vehicles providing maintenance or repair services to the Residence.

(b) No automobile, recreational vehicle or equipment, commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced or repainted on the Covered Property unless performed within a completely enclosed garage or other structure located on a Residence which completely screens the sight and sound of such activity from the streets, Community Property and neighboring Residences. The foregoing restriction shall not be deemed to prevent temporary parking for washing and polishing and those activities normally incident to washing and polishing of vehicles.

(c) As used in this Section, "recreational vehicle or equipment" shall include, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length), or any other similar type of equipment or vehicle.

(d) As used in this Section, "commercial vehicle" shall be defined as a truck of greater than three-quarter (3/4) ton capacity.

(e) Temporary parking shall mean parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to the Association or the Owners and parking vehicles belonging to or being used by Owners for loading and unloading purposes.

(f) The Board may adopt rules for the regulation of the admission of parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate, or



whose invitees violate, such rules. Such rules may permit parking of recreational and commercial vehicles and equipment for limited periods of time on a non-recurring basis.

(g) Any fence, screen or structure required under this Section shall comply with any standards established pursuant to the Article entitled "Architectural Control" of this Declaration as to size, color, or other qualification for permitted fences or screens.

Section 8.06 - Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon the Covered Property, except that dogs, cats or other household pets may be kept on the Residences, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board.

Notwithstanding the foregoing, no animals may be kept on the Residences which in the good faith judgment of the Board, or a committee selected by the Board for this purpose, result in any annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on a portion of the Covered Property except within a Residence.

Section 8.07 - Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

Section 8.08 - Unsightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Residences and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Residence unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less. Any fence or screen required by this Section shall comply with any standards established pursuant to the Article entitled "Architectural Control" of this Declaration as to size, color or other qualification for permitted fences or screens.

Section 8.09 - Antennae and Other Roof Structures. No television, radio, or other electronic towers, aerials, antennae or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be contained within a building or underground conduits. No appliances or installations on exterior roofs or structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are installed in such a manner that they are not visible from streets, Community Property, or neighboring Residences, except that attic ventilators and solar panels which are architecturally treated in conformity with guidelines contained in the Architectural Standards and which have been approved by the Architectural Committee pursuant to the provisions of the Article entitled "Architectural Control" of this Declaration shall be permitted.

Section 8.10 - Drainage. All drainage of water from any Residence shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Covered Property unless an easement for such purpose is granted. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created



at the time of the initial sale of his Residence by Declarant except through the use of a positive drainage device which does not materially affect the concentration or flow direction of drainage water under said drainage plan.

Section 8.11 - Garages. No Garage doors shall be permitted to remain open except for a temporary purpose, and the Board may adopt rules for the regulation of the opening of Garage doors, including the assessment of charges to Owners who violated or whose invitees violate such rules.

Section 8.12 - Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspapers or other material not designed for use as window covers.

Section 8.13 - Recreational Facilities. The Board may adopt rules and regulations regarding the installation of any sports and recreational facilities and equipment on the Residences, including, without limitation, the mounting of basketball backboards.

Section 8.14 - Leases. Any agreement for the leasing or rental of a Residence (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association Management Documents and any applicable agreements between the Association and any of the Federal Agencies. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. The Owner of said leased or rented Residence has the duty and obligation to furnish the Board with the name or names of the individuals currently leasing or renting said Residence and to maintain with the Association a record of the current mailing address of said Owner. Any Owner who shall lease his Residence shall be responsible for assuring compliance by such Owner's lessee with the Association Management Documents. No Residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (3) days or any rental whatsoever if the occupants of the Residence are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy services.

Section 8.15 - Exemption of Declarant. As long as Declarant is utilizing the easement described in the subsection entitled "Construction and Sales" of the Section entitled "Development Rights and Easements Reserved to Declarant" of the Article entitled "Rights of Ownership and Easements" of the Declaration, Declarant shall not be subject to the provisions of this Article and any amendment to this Article shall require the prior written approval of Declarant.

Section 8.16 - Washington Vehicle Code. The City shall be allowed to impose and enforce all provisions of the applicable Washington Vehicle Code sections on any private streets contained within the Covered Property.

Section 8.17 - Restriction on Improvements. Improvements made by Owners within the portions of the Lots required to be maintained by the Association shall be subject to prior approval by the Architectural Committee.

Section 8.18 - Heights of Plants. The height of any tree and other plants within the Covered Property on a Residential lot shall not exceed the height of the nearest adjacent dwelling structure.



ARTICLE IX

REPAIR AND MAINTENANCE

Section 9.01 - Repair and Maintenance by Association. Except to the extent that an Owner may be obligated to maintain and repair as hereinafter provided, and without limiting the generality of the statement of duties and powers contained in the Association Management Documents, the Association acting through its Board and its officers shall have the duty to accomplish the following upon the Covered Property or other land in such manner and at such times as the Board shall prescribe:

(a) manage, operate, control, maintain, repair, restore, replace and make necessary improvements to the Community Property, including, without limitation, the following:

(i) private walkways, bicycle paths, trails or other pedestrian paths;

(ii) drainage facilities and easements in accordance with the requirements of the Country Flood Control District;

(iii) private streets and adjacent streetscapes within the Covered Property in conformance with the standard of maintenance established by the responsible public official of the City for public streets and streetscapes within the City;

(b) maintain the exterior (defined to mean the side fronting on public right-of-way or Community Property) of those lot perimeter walls or fences identified on Exhibit A;

(c) maintain the public rights-of-way shown on Exhibit A according to the standards established by the responsible public official of the City for public rights-of-way in the City;

(d) maintain the landscaping and any irrigation systems appurtenant thereto and any other Improvements located within those portions of the Lots described on Exhibit A attached hereto;

(e) maintain drainage improvements;

(f) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of a majority of the voting power of the Association.

The costs of any such maintenance and repair pursuant to this Section shall be paid out of the general funds of the Association, except as otherwise specified in this Declaration as payable by the particular Owners.

Section 9.02 - Repair and Maintenance by Owner. Each Owner shall:

(a) maintain in good condition and repair the residential dwelling, garage and other improvements on the Lot;

(b) maintain in good condition and repair the sewer lines and appurtenant facilities within his Lot to the sewer cleanout as required by the City;

(c) maintain in attractive condition rear yard landscaping in accordance with the provisions of this Article; and



(d) In the event the Board shall determine that any Improvements required to be maintained by the Association have been damaged by a particular Owner, the said Owner shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt.

Section 9.03 - Noncompliance by Owner. In the event that an Owner fails to accomplish any installation, maintenance or repair required by this Article, the Board shall give notice to the Owner describing the deficiency and setting a date for a hearing before the Board or a committee selected by the Board for such purpose.

Section 9.04 - Standards for Maintenance and Installation.

(a) Maintenance of the exterior of the Residences, including, without limitation, walls, fences and roofs, shall be accomplished in accordance with the Architectural Standards and, if required by the Architectural Standards, only after approval of the Architectural Committee.

(b) Except for the portion of each lot maintained by the Association as hereinabove provided, all portions of the yard of a Lot which are unimproved shall be landscaped by the Owner thereof on or before a date six (6) months from the original conveyance of such Residence by Declarant. Thereafter, such landscaping shall be maintained by the Owner in an attractive condition and according to any rules promulgated by the Board.

(c) All slopes and terraces on any Residence shall be maintained as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 9.05 - Maintenance of Public Utilities. Nothing contained herein shall require or obligate the Association to maintain, replace or restore the underground facilities or public utilities which are located within easements in the Community Property owned by such public utilities. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

Section 9.06 - Transfer of Title and/or Control.

(a) The Community Property within the Initial Covered Property shall be conveyed to the Association prior to or concurrently with the first conveyance of a Residence located within the Initial covered Property. Any real property denominated as "Community Property" in a Supplementary Declaration shall be conveyed to the Association prior to or concurrently with the first conveyance of a Residence located within the real property which is annexed to the coverage hereof by such Supplementary Declaration. Declarant shall convey the Community Property to the Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration and the instrument which conveys the Community Property to the Association. Within (i) thirty (30) days after a Notice of Completion has been filed for record in the Official Records of the County covering all of the improvements on the Community Property or any other property to be maintained by the Association pursuant to this Declaration, and (ii) the issuance of a certificate by the architect who designed any such improvements stating that such improvements are in substantial conformance with the original plans and specifications, the Association shall accept such property for maintenance and shall release Declarant from the Bond defined in the Article entitled "Enforcement of Bonded Obligations" of the Declaration.



(b) Declarant, its subcontractors, and the agents and employees of the same shall have the right to come on the Community Property to complete the construction of any landscaping or other improvement to be installed on the Community Property, and if any excess of Assessments collected over actual Common Expenses incurred by the Association is caused by reason of construction or maintenance pursuant to this Section, or otherwise, such excess shall be placed in reserve to offset the future expenses of the Association in any manner designated by the Board. Declarant shall repair any damaged to and completed any restoration of the Covered Property caused or necessitated by such construction within a reasonable time after the occurrence of such damage or need for reconstruction.

ARTICLE X

ARCHITECTURAL CONTROL

Section 10.01 - Architectural Committee.

(a) The Architectural Committee shall consist of not less than three (3) nor more than five (5) persons as fixed from time to time by resolution of the Board. The Declarant shall initially appoint the Architectural Committee. The Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until five (5) years after the date of the recording of Phase I Final Plat or until ninety percent (90%) of the Residences within the Development have been conveyed by the Declarant, whichever shall first occur.

(b) Notwithstanding the foregoing, commencing one (1) year following the recording of said Final Plat, the Board shall have the right but not the obligation to appoint the remaining persons to the Architectural Committee. Five (5) years after the date of the recording of said Final Plat, or when ninety percent (90%) of the Residences within the Development have been conveyed by Declarant, whichever shall first occur, the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board. Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarant to the Architectural Committee need not be Members, in Declarant's sole discretion.

(c) The address of the Architectural Committee shall be the address established for giving notice to the Association. Such addresses shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.

Section 10.02 - Architectural Standards. The Board may, from time to time, adopt and promulgate Architectural Standards to be administered through the Architectural Committee. The Architectural Standards may include among other things those restrictions and limitations upon the Owners set forth below:

(a) Time limitations for the completion of the Improvements for which approval is required pursuant to the Architectural Standards.

(b) Conformity of completed Improvements to plans and specifications approved by the Architectural Committee; provided, however, as to purchasers and encumbrances in good faith and for value unless notice of noncompletion or nonconformance identifying the violating Residence and its owner and specifying the reason for the notice, executed by the Architectural



Committee, shall be filed of record in the Official Records, and given to such Owner within one (1) year of the expiration of the times limitation described in subsection (a) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed Improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Committee and in compliance with the Architectural Standards of the Association, only with respect to purchasers and encumbrances in good faith and for value. The Owner to whom a notice of noncompletion or noncompliance has been issued shall be bound by such notice regardless of whether such notice has been filed of record in Official Records. Each Owner hereby is deemed to have consented to and authorized the recordation against his Residence of such a notice of noncompletion or nonconformance executed only by the Architectural Committee or its delegate.

(c) Such other limitations and restrictions as the Board in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: placement, construction, reconstruction, exterior addition, change or alteration to or maintenance of any Improvement including, without limitation, the nature, kind, shape, height, materials, exterior color, surface and location of any Improvement.

(d) A description of the types of such construction, reconstruction, additions, alterations or maintenance which, if completed in conformity with the Architectural Standards, do not require the approval of the Architectural Committee.

(e) Restrictions controlling the species, placement and height of any trees, plants, bush, ground cover or other growing thing placed or planted on the Covered Property.

Section 10.03 - Functions of Architectural Committee.

(a) It shall be the duty of the Architectural Committee to consider and act upon proposals or plans submitted pursuant to the terms of the Declaration or the Architectural Standards, and to perform such other duties delegated to it by the Board.

(b) The Architectural Committee may delegate its plan review responsibilities to one or more members of such Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Committee.

(c) The Architectural Committee may, from time to time, subject to the approval of the Board, adopt, amend and repeal Architectural Committee Rules and may assess a reasonable fee as appropriate for the type and nature of the Improvement, in connection with the review of plans and specifications for proposed Improvements, including without limitation, a procedure and approval of preliminary plans and drawings, as well as final approval, the number of sets of plans to be submitted, and may require such detail as it deems proper, including without limitation, floor plans, site plans, elevation drawings, and descriptions or samples of exterior material and colors. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

(d) The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Residences as may otherwise be specified in the Association Management Documents.



Section 10.04 - Approval of Plans.

(a) No Improvement shall be constructed, installed, expanded, made, planted, commenced, erected or maintained upon the Covered Property except in compliance with plans and specifications therefore which have been submitted to and approved by the Architectural Committee.

(b) The Architectural Committee shall review and approve or disapprove all plans and specifics submitted to it for any proposed Improvement solely on the basis of compliance with the Architectural Standards, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Development generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials, and similar features.

(c) The Architectural Committee shall approve plans and specifications submitted for its approval only if it deems that the proposed Improvement will not be detrimental to the appearance of the Development as a whole; that the Improvement complies with the Architectural Standards; that the appearance of any Improvements will be in harmony with the surrounding structures; that the construction of any Improvement will not detract from the beauty and attractiveness of the Development or the enjoyment thereof by the Members; that the upkeep and maintenance of any Improvement will not become a burden on the Association; and that no violations of the use restrictions set forth in the Article entitled "Use Restrictions" of this Declaration exist.

(d) The Architectural Committee may condition its approval of plans and specifications for any Improvement on such changes therein as it deems appropriate or may determine that such Improvement cannot be approved because of its effect on existing drainage, utility or other easements, or may condition its approval of such Improvement upon approval of such Improvement by the holder of any such easement, or may condition its approval upon approval of any such Improvement by the appropriate governmental entity, and may require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted. Any Architectural Committee approval conditioned upon the approval by a governmental entity shall not imply the Association is enforcing any government codes or regulations, nor shall the failure to make such conditional approval imply that any such governmental agency approval is not required.

(e) In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications will be deemed approved.

(f) As long as Declarant is utilizing the easement described in the subsection entitled "Construction and Sales" of the Section entitled "Development Rights and Easements Reserved to Declarant" of the Article entitled "Rights of Ownership and Easements" of this Declaration, Declarant shall not be subject to the provisions of this Section, and any amendment to this Section shall require the prior written approval of Declarant.

Section 10.05 - Nonliability for Approval of Plans. Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, the requirements of



any public utility, or any easements or other agreement, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Members, the Board nor Declarant nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefore, or for any defect in any Improvement constructed from such plans and specifications.

Section 10.06 - Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request shall be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations are to be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

Section 10.07 - Inspection and Evidence of Approval.

(a) The Architectural Committee shall cause an inspection to be undertaken within forty-five (45) days of a request therefore from any Owner as to his Residence, and if such inspection reveals that the Improvement has been completed in compliance with this Article, the President and the Secretary of the Association, or any other officer or officers authorized by resolution of the Board, shall provide to such Owner a notice of such approval in recordable form which shall be conclusive evidence of compliance with the provisions of this Article as to the Improvement described in such notice, but as to such Improvement only.

(b) If for any reasons the Architectural Committee fails to cause an inspection to be made within forty-five (45) days of being notified by the Owner of the completion of an Improvement or fails to notify the Owner of any noncompliance within thirty (30) days after an inspection, the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications. In such event, the Owner shall be entitled to receive a notice of compliance in recordable form upon request, executed by the President and the Secretary of the Association, or any other officer or officers authorized by resolution of the Board. Such notice of compliance shall be conclusive evidence of compliance with the provisions of this Article as to the Improvements described in the notice.

Section 10.08 - Failure to Submit Plans; Nonconformity. The Association has the right to enter the Residence for the purpose of inspecting an Improvement constructed or being constructed upon such Residence. In the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed in substantial conformance with the approved plans and specifications, the Architectural Committee shall give notice of the violation to the violating Owner, which notice shall briefly describe the violation and shall set a date for a hearing before the Board, or a committee selected by the Board for such purpose.

Section 10.09 - Variances. In the event the Board finds in favor of the Architectural Committee upon appeal of a disapproval of plans and specifications pursuant to the Section entitled "Appeal" of this Article or in the event the Board finds a noncompliance with the provisions of this Article upon review of a decision by the Architectural Committee after an inspection pursuant to the Section entitled "Failure to Submit Plans; Nonconformity" of this Article, the



Board may authorize a variance from compliance with the architectural controls set forth in this article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require; provided, however, that no variance from the use restrictions contained in the Article entitled "Use Restrictions" of this Declaration may be granted. Such variances must be evidenced in writing, must be signed by a majority of the members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Residence and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of his Residence including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

ARTICLE XI

INSURANCE

The Association shall obtain and maintain in effect a comprehensive public liability insurance policy insuring the Association against any liability incident to the ownership or use of the Community Property or any other areas under the supervision of the Association.

ARTICLE XII

EMINENT DOMAIN

Section 12.01 - Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Community Property.

Section 12.02 - Representation by Board in Condemnation Proceedings. In the event of a taking, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action.

Section 12.03 - Award for Community Property. Any awards received on account of the taking of Community Property shall be paid to the Association and shall be retained in the general funds of the Association subject to the prior rights of any mortgagee holding an encumbrance upon any Community Property for which such award has been paid.

Section 12.04 - Inverse Condemnation Proceedings. In the event that any Community Property and any Improvements thereto or any portion thereof is made the subject of any condemnation proceedings in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify all Owners and any Requesting Mortgagee, Insurer or Guarantor affected by such taking or threatened taking. As used herein, "taking" shall mean as defined in the subsection entitled "Mortgagee Protection" of this Declaration.



ARTICLE XIII

PARTY WALLS

Section 13.01 - Definition of Party Wall. Each wall or fence which is placed on the dividing line between two (2) Lots shall constitute a party wall, and any wall or fence other than a building wall that is placed on the boundary line of the Sideyard Easement area within a servient tenement Lot shall be deemed to be a party wall notwithstanding that such wall or fence is not located on a boundary line separating two Lots and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut against the property line dividing the Lots from the bottom of the foundation over the full length and height of the wall. The party walls as initially constructed are depicted in Exhibit A. If approved by the Architectural Committee, an Owner of a servient tenement Lot shall be permitted to remove (i) any portion of a party wall that is replaced by a building wall; or (ii) any portion of a building wall located on the boundary of a Sideyard Easement area that is replaced by a party wall. Any construction of additional walls or fences or any repair, restoration or reconstruction of any party walls as the result of either of the foregoing changes shall be accomplished by such Owner of the servient tenement at his sole expense. The quality of workmanship and materials used in the construction, repair, restoration, or reconstruction of such walls and fences shall be equal to that of the remainder of the party wall located between the dominant and the servient tenement Lots and thereafter any such walls and fences shall be party walls as defined in this Article.

Section 13.02 - Use of Party Wall or Fence. Owners whose Residences are separated by a party wall or fence shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

Section 13.03 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 13.04 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 13.05 - Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 13.06 - Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, said dispute shall be submitted to the Board for a resolution thereof. In the event the Board cannot or will not resolve such dispute, it shall employ an arbitrator for said purpose. Said arbitrator shall be selected at the discretion of the Board but shall be a member of the American Arbitration Association. The arbitrator who is chosen by the Board shall resolve said dispute pursuant to the prevailing rules of the American Arbitration Association and the requirements of the law of the State of Washington.



ARTICLE XIV

ANNEXATIONS

Real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:

Section 14.01 - Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to the vote or written assent of sixty-seven percent (67%) of the total voting power of Members other than the Declarant, any person who desires to add real property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file or record a Supplementary Declaration. The certificate of the other officer or officers authorized by resolution of the Board, attached to any Supplementary Declaration recorded pursuant to this Section certifying that the required voting power of the Association has approved the recordation of such Supplementary Declaration shall be deemed conclusive proof thereof.

Section 14.02 - Effectuation of Annexation. Upon the satisfaction of all of the conditions contained in the Section entitled "Annexation Pursuant to Approval" of this Article, the recordation of a Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Residences in said annexed real property shall automatically be Members.

In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration or by any prior Supplementary Declaration with respect to property covered by this Declaration at the time of the recording of the said Supplementary Declaration.

Section 14.03 - Mergers or Consolidations. Upon a merger or consolidation of the Association with another association which merger or consolidation must be approved by the vote or written assent of sixty-seven percent (67%) of the total voting power of Members other than the Declarant, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Covered Property, together with the covenants, conditions and restrictions established upon any other property as one plan.

Section 14.04 - Annexation by the Declarant. If at any time or times prior to January 1, 2008, Declarant or its successors or assigns should develop any additional Property or Properties contiguous to Bridlewood (Exhibit A), (including Properties subsequently annexed to the Association), then such additional Property or Properties including the already developed Bridlewood, Division I, may at the sole discretion of the Declarant, or its successors and assigns, be annexed to the Properties and become subject to the provisions of the Declaration without requiring, needing or obtaining the approval of the Association, the Board or any Owners. The recordation of a Supplementary Declaration shall constitute and effectuate the annexation of the real property described therein, making said property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Covered Property and all of the Owners of Residences in said annexed real property shall automatically be Members. In no event, however, shall any such



Supplementary Declaration revoke, modify or add to the covenants established by this Declaration or by any prior Supplementary Declaration with respect to property covered by this Declaration at the time of the recording of the said Supplementary Declaration.

ARTICLE XV

MORTGAGEE PROTECTION

Section 15.01 - Priority of Mortgage Line. No breach of the covenants, conditions or restrictions, nor the enforcement of an lien provisions contained in this Declaration, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Residence, but all said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Residence.

Section 15.02 - Curing Defaults. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not practical or feasible to cure shall be final and binding on all Mortgagees.

Section 15.03 - Resale. It is intended that any loan to facilitate resale of any Residence after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

Section 15.04 - Vote of Eligible Mortgage Holders and Owners. Seventy-five percent (75%) written approval of the total voting power of Eligible Mortgage Holders and sixty-seven percent (67%) of the voting power of the Association is required to amend a material provision of the Association Management Documents shown under subsection (a) of this Section, or to take such other actions shown under subsection (b) of this Section.

(a) Material Amendment of Association Management Documents. A material provision in any of the Association Management Documents shall be defined as those provisions governing the following subjects:

- (i) Voting rights;
- (ii) Assessments, assessment liens, or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Community Property;
- (iv) Responsibility for maintenance and repair of the Covered Property;
- (v) Right to use of the Community Property;
- (vi) Boundaries of any Residence;



(vii) Convertibility of Residences into Community Property or of Community Property into Residences;

(viii) Expansion or contraction of the Covered Property or the addition, annexation or withdrawal of property to or from the Covered Property;

(ix) Insurance of fidelity bonds;

(x) Leasing of Residences;

(xi) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Residence;

(xii) Any provision, which by its terms, is for the express benefit of Mortgagees or insurers or guarantors.

An amendment or addition shall not be considered material under this Section if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve additions or amendments which are not considered material who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

(b) Actions and Decisions.

(i) Effectuate any decision to assume self-management of the Covered Property when professional management had been previously required by an Eligible Mortgage Holder;

(ii) Restoration or repair of the Covered Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Association Management Document;

(iii) Termination of the legal status of the Development for any reason, including without limitation, the substantial destruction or condemnation of the Covered Property;

(iv) By any act or omission, abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Community Property; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Property shall not require such approval;

(v) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

(vi) Use hazard insurance proceeds for losses to any Community Property, for other than repair, replacement or reconstruction;

(vii) Fail to maintain fire and extended coverage insurance on the Community Property and the improvements thereto in an amount less than one hundred percent (100%) of the insurable value based on current replacement cost.

(viii) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of



Residences, the exterior maintenance of Residences, the maintenance of the Community Property including, without limitation, the party walls or common fences and driveways, or the upkeep of lawns and plantings.

Section 15.05 - Rights of Requesting Mortgagees, Insurers and Guarantors. A Requesting Mortgagee, Insurer or Guarantor shall be entitled to timely written notice of:

(a) Destruction or Taking. Destruction, taking or threatened taking of any Community Property and any improvements thereto or any portion thereof affecting the Mortgage held, insured or guaranteed by such Requesting Mortgagee, Insurer or Guarantor. As used in this Declaration, "damaged" or "taking" shall mean damage to or taking of the Community Property exceeding Ten Thousand Dollars (\$10,000). If requested in writing by such Requesting Mortgagee, Insurer or Guarantor, the Association shall evidence its obligations under this subsection in a written agreement in favor of such Requesting Mortgagee, Insurer or Guarantor;

(b) Default in Performance. Default in the performance of the obligations imposed by the Declaration by the Owner whose Residence is encumbered by a Mortgage held, insured or guaranteed by such Requesting Mortgagee, Insurer or Guarantor which default remains incurred for a period of sixty (60) days;

(c) Lapse, Cancellation or Modification of Insurance. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Action Requiring Consent. Any proposed action which under the Declaration or the Bylaws requires the consent of a specified percentage of the voting power of Eligible Mortgage Holders.

Section 15.06 - Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

Section 15.07 - Right of First Refusal. Except to impose reasonable limitations that restrict occupancy to persons of particular age groups, this Declaration cannot be amended to provide for any right of first refusal in the Association. In the event this Declaration provides or is amended to provide for any right of first refusal to purchase or lease a Residence in the Association, such right of first refusal shall not impair the right of a First Mortgagee to (a) foreclose or take to a Residence pursuant to the remedies provided in its Mortgage; or (b) accept a deed (or assignment) in lieu of foreclosure in the event of default under the Mortgage, or (c) sell or lease a Residence acquired by the said Mortgagee. In addition, conveyances to and from mortgage insurers and guarantors shall be exempt.

Section 15.08 - Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 15.09 - Priority of Mortgagee. Nothing in the Declaration, Articles or Bylaws shall give an Owner, or any other party, priority over the rights of a First Mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Community Property.

Section 15.10 - Payment of Taxes or Premiums. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Community Property unless such taxes or charges are separately assessed against the Owners, in



which case the rights of Mortgagees shall be governed by the provisions of their Mortgages. Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Community Property. Mortgagees making payments pursuant to this Section shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Mortgagee which requests the same to be executed by the Association.

ARTICLE XVI

ENFORCEMENT OF BONDED OBLIGATIONS

In the event that the improvements to the Community Property have not been completed prior to the issuance of a Final Subdivision Public Report covering the Covered Property, and the Association is obligee under a bond or other arrangement (the "Bond") to secure performance of the commitment of Declarant to complete such improvements, the following shall apply:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such improvements in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Community Property improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the completion of such extension.

(b) In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, Members representing not less than five percent (5%) of the total voting power of the Association may present a signed petition to the Board or to the President or Secretary of the Association demanding a meeting for the purpose of voting to override such decision or such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting.

(c) The only Members entitled to vote at such meeting of Members shall be the Owners other than Declarant. A vote at such meeting of a majority of the voting power of such Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.01 - Enforcement. The Association or any Owner shall have the right of action against any Owner, and any Owner shall have a right of action against the Association to enforce by proceedings at law or in equity, all restrictions, conditions, covenant and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the



right to prevent the violation of such restrictions, condition, covenants or reservations and the right to recover damages or other dues for such violation except that Owners shall not have any right of enforcement with respect to Assessment liens. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to architectural control and Association Rules, the Association shall have the exclusive right to the enforcement thereof unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise had standing shall have the right to undertake such enforcement.

Section 17.02 - No Waiver. Failure by the Association or by any Member to enforce any covenant, condition, restriction or reservation herein contained, or the Articles, Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction or reservation.

Section 17.03 - Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in the Declaration.

Section 17.04 - Severability. Invalidation of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.05 - Covenants to Run with the Land; Term. The covenants, conditions and restrictions of the Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by not less than sixty-seven percent (67%) of the then Owners and not less than seventy-five percent (75%) of the Eligible Mortgage Holders has been recorded at least one (1) year prior to the end of any such period, agreeing to terminate said covenants, conditions and restrictions in whole or in part.

Section 17.06 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 17.07 - Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 17.08 - Nuisance. The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

Section 17.09 - Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 17.10 - Notices. Any notice given to an Owner, the Association, an Eligible Mortgage Holder or a Requesting Mortgagee, Insurer or Guarantor under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means, or when deposited in the United States mail, first class, postage prepaid and directed to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Residence. In the case of co-Owners any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

(b) Notice to the Association shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished by the Association or the address of its principal place of business.

(c) Notice to an Eligible Mortgage Holder or Requesting Mortgagee, Insurer or Guarantor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Eligible Mortgage Holder or Requesting Mortgagee, Insurer or Guarantor for the purpose of notice.

The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees, to any insurer or guarantor or to all Members or all Mortgagees, or all insurers or all guarantors to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

Section 17.11 - Conflicts Between Association Management Documents. In the event of a conflict between any provisions of any of the Association Management Documents with the provision of another Association Management Document, the provisions of the Controlling Document name below in the left column shall be deemed to supersede the provisions of the Subordinate Documents named below in the right column to the extent of any such conflict.

CONTROLLING DOCUMENTS

SUBORDINATE DOCUMENTS

(a) Articles

Declaration, Bylaws, and Association Rules

(b) Declaration

Bylaws and Association Rules

(c) Bylaws

Association Rules

Section 17.12 - Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.



Section 17.13 - Personal Covenant. To the extent the acceptance or conveyance of a Residence creates a personal covenant between the Owner of such Residence and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 17.14 - Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, and other committees of the Association or any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 17.15 - Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Community Property or the Residences still owned by Declarant, or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Development. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchase from Declarant to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant under this Declaration may be assigned in whole or in part to any successor or successors by an express assignment incorporated in a recorded instrument including but not limited to a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Members' rights to use and enjoy the Covered Property.

Section 17.16 - Inapplicability to Government Property. The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a governmental entity, authority or agency and held for a public purpose, but shall apply to any Residence owned by such governmental agency, authority or agency.

Section 17.17 - Termination of Status of Covered Property. The Association shall have no right to abandon or terminate the maintenance of the Community Property, or any part thereof, by the Association, except as expressly set forth in this Declaration.



ARTICLE XVIII

AMENDMENT PROVISIONS

Section 18.01 - Vote of Association. Subject to the other provisions of this Declaration, including, without limitation, the rights of Mortgagees, this Declaration may be amended as follows:

(a) Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Official Records. Thereafter, any amendments shall require the vote or written assent of sixty-seven percent (67%) of the voting power of Members other than Declarant. Notwithstanding the above, any material amendment must have the vote or approval of the voting power of the Association and Eligible Mortgage Holders, as prescribed in the Section entitled "Vote of Eligible Mortgage Holders and Owners" of the Article entitled "Mortgagee Protection" of this Declaration.

(b) An amendment or modification that requires the vote and written assent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association, or any other officer or officers authorized by resolution of the Board, who shall certify that the amendment or modification has been approved as hereinabove provided, and when recorded in the Official Records of the County. The notarized signatures of the Members shall not be required to effectuate an Amendment of this Declaration.

(c) Notwithstanding the foregoing, any provision of the Association Management Documents which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written assent of not less than the same percentage of the voting power of the Association.

Section 18.02 - Petition to Amend. The Association or any Owner may petition the superior court of the County for an order reducing the percentage of affirmative votes necessary.



IN WITNESS WHEREOF, the undersigned is the Owner of the properties described herein subject to these covenants, conditions and restrictions.

GEMINI CORPORATION

By: 
Dennis M. Andrews, President

By: 
Kimberly A. Showalter, Secretary

STATE OF WASHINGTON)

COUNTY OF THURSTON)

ss.

On this 23rd day of MAY, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dennis M. Andrews and Kimberly A. Showalter to me known to be the President and Secretary, respectively, of GEMINI CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purpose therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal thereto affixed the day and year in this certificate above written.





NOTARY PUBLIC in and for the State of
Washington, residing in CENTRALIA
My commission expires 1-01-05



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLEWOOD OWNERS' ASSOCIATION**

EXHIBIT A

**LEGAL DESCRIPTION
BRIDLEWOOD, DIVISION I**



DESCRIPTION PREPARED FOR:

GEMINI CORPORATION

BRIDLEWOOD DIVISION 1

THAT PORTION OF TRACT CONVEYED TO GEMINI CORPORATION BY DEED RECORDED DECEMBER 30, 2001 UNDER AUDITOR'S FILE NO. 3272678, RECORDS OF THURSTON COUNTY, WA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT; THENCE NORTH 25°00'59" WEST ALONG THE WESTERLY LINE THEREOF 215.00 FEET AND NORTH 43°57'58" WEST 354.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 46°02'02" EAST 110.31 FEET; THENCE SOUTH 43°57'58" EAST 15.53 FEET; THENCE NORTH 46°02'02" EAST 137.00 FEET; THENCE NORTH 43°57'58" WEST 23.23 FEET; THENCE NORTH 46°02'02" EAST 90.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 17°35'47" WEST 77.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°26'15" AN ARC LENGTH OF 38.47 FEET; THENCE SOUTH 43°57'58" EAST 1.54 FEET; THENCE NORTH 46°02'02" EAST 137.00 FEET; THENCE SOUTH 43°57'58" EAST 351.00 FEET; THENCE NORTH 06°17'19" EAST 53.45 FEET; THENCE NORTH 03°22'51" WEST 132.20 FEET; THENCE NORTH 89°48'07" EAST 100.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 87°18'49" EAST 5514.50 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'11" AN ARC LENGTH OF 184.76 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°25'54" AN ARC LENGTH OF 39.02 FEET; THENCE SOUTH 89°48'07" WEST 407.57 FEET; THENCE NORTH 00°11'53" WEST 29.00 FEET; THENCE SOUTH 89°48'07" WEST 69.37 FEET; THENCE NORTH 00°11'53" WEST 95.00 FEET; THENCE NORTH 89°48'07" EAST 5.00 FEET; THENCE NORTH 00°11'53" WEST 129.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH

BEARS NORTH 00°25'53" EAST 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'46" AN ARC LENGTH OF 0.27 FEET; THENCE NORTH 89°48'07" EAST 529.92 FEET; THENCE NORTH 02°09'14" EAST 4.18 FEET; THENCE NORTH 89°48'07" EAST 122.09 FEET TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEARS 785.44 FEET NORTH 00°03'08" WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°03'08" WEST ALONG SAID EAST LINE 305.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 79TH AVENUE SE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1900 FEET MORE OR LESS TO THE



NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 43°57'58" EAST, ALONG THE WESTERLY LINE OF SAID TRACT 1473.62 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 785.44 FEET NORTH 00°03'08" WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°48'07" WEST 122.09 FEET; THENCE SOUTH 02°09'14" WEST 4.18 FEET; THENCE SOUTH 89°48'07" WEST 521.98 FEET; THENCE NORTH 00°11'53" WEST 100.25 FEET; THENCE SOUTH 89°48'07" WEST 18.00 FEET; THENCE NORTH 00°11'53" WEST 94.82 FEET; THENCE NORTH 83°54'23" EAST 7.72 FEET; THENCE NORTH 00°11'53" WEST 155.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 12°27'30" EAST 35.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°15'36" AN ARC LENGTH OF 7.49 FEET TO A POINT 35.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF 79TH AVENUE SE; THENCE NORTH 89°48'07" EAST PARALLEL WITH SAID CENTERLINE 293.04 FEET; THENCE SOUTH 00°15'58" EAST 0.36 FEET; THENCE SOUTH 89°27'29" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 79TH AVENUE SE A DISTANCE OF 220.98 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 255.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 31°48'29" AN ARC LENGTH OF 141.57 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°03'08" EAST ALONG SAID EAST LINE 305.08 FEET TO THE POINT OF BEGINNING.



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLEWOOD OWNERS' ASSOCIATION**

EXHIBIT B

**FINAL PLAT
BRIDLEWOOD, DIVISION I**



T C DEVELOPMENT SERVICES

COU

\$142.00

3442377

Page: 51 of 124

06/19/2002 12:58P

Thurston Co., WA

79TH AVENUE S.E.

EXHIBIT "B"

PLAT OF BRIDLEWOOD

A PORTION OF THE SW 1/4 OF SECTION 12, TOWNSHIP 17 NORTH,
RANGE 2 WEST, W.M. THURSTON COUNTY, WASHINGTON

Bridlewood Dr. I as recorded under

AF# 3442376



T.C. DEVELOPMENT SERVICES

000

\$142.00

3442377
Page: 52 of 124
06/19/2002 12:58P
Thurston Co, WA



FPS

\$18.00

06/19/2002

12:58P

Thurston Co, WA

06/19/2002

12:58P

Thurston Co, WA

06/19/2002

12:58P

Thurston Co, WA

LAND USE, YARD MAINTENANCE AND TYPICAL EASEMENT DOCUMENT

Note: The building footprint shown is generic in nature and is intended to show the land use, yard maintenance obligation and sideyard assessments. Site and plan specific layouts will be detailed on "Site Plans" - EXHIBIT D to be recorded as supplements at time of building permit.



NORTH

DERBY LANE SE

BRIDLEWOOD



GENINI
Credito e Servizi

10000 Rialto Ave. NE.
Olympia, WA 98506
206-754-7015, Fax 754-8800

| SET #: | PLAN#: |
|--------|--------|
| 6 | 7260 |
| 7 | 7170 |
| 8 | 7180 |

PAGE:

DATE:

05/06/02

SCALE:

1:30

NOTE: TYPICAL EASEMENT TO BE 5' WIDE

THE ADJACENT DOMINANT TENEMENT AS NOTED BY ARROW

LEDGEND


PROPERTY LINE

WATER

SEWER

CATV,PHONE,GAS,ELEC.


6" CEDAR FENCE

DRY WELL

 CONCRETE

AREA TO BE MAINTAINED BY ASSOCIATION WITHIN THE LOTS

AREA TO BE MAINTAINED BY HOMEOWNER

SERVIENT TENEMENT OVER WHICH IT APPEARS IN FAVOR OF

TRACT "A"

TRACT "A"



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Thurston Co, WA

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

BRIDLEWOOD OWNERS' ASSOCIATION

EXHIBIT D

**SITE PLANS - PLAN SPECIFIC WITH LAND USE,
YARD MAINTENANCE AND EASEMENT
INFORMATION**

To be recorded at time of building permit.



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Thurston Co, WA

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLEWOOD OWNERS' ASSOCIATION**

EXHIBIT E

**RESIDENTIAL AGREEMENT TO MAINTAIN
STORMWATER FACILITIES**



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Thurston Co, WA

Return to:
Thurston County Storm & Surface Water
2000 Lakeridge Dr. SW
Olympia, WA 98502

**RESIDENTIAL
AGREEMENT TO MAINTAIN
STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN
THURSTON COUNTY (HEREINAFTER "JURISDICTION")
AND
GEMINI CORPORATION
THEIR HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNERS")**

GRANTOR: Corporation, Gemini

GRANTEE: THURSTON, COUNTY OF

LEGAL DESCRIPTION: Plat of Bridlewood, Division 1

ASSESSOR'S TAX PARCEL NO.: 12712340200

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources. All property Owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs.

LEGAL DESCRIPTION:

Division 1 of the Plat of Bridlewood



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Thurston Co, WA

Whereas, the OWNERS have constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the Jurisdiction to ensure the protection and enhancement of water resources, the Jurisdiction and the OWNERS hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNERS SHALL:

- (1) Implement the stormwater facility maintenance program included herein as Attachment "A".
- (2) Implement the pollution source control program included herein as Attachment "B".
- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by appointment at 1868 State Avenue NE, Olympia. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected as specified in the attached instructions or more often if necessary. The OWNERS are encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to the Jurisdiction regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15 of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address, and telephone number of the businesses, the persons, or the firms responsible for plan implementation, and the person completing the report.
 - (b) Time period covered by the report.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) Execute the following periodic major maintenance on the subdivision's stormwater facilities: sediment removal from ponds, managing vegetation in wet ponds, resetting orifice sizes and elevations, and adding baffles.

THE JURISDICTION SHALL:

- (1) Maintain all stormwater system elements in the public rights-of-way, such as catch basins, oil-water separators, and pipes.
- (2) Provide technical assistance to the OWNERS in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as Jurisdiction time and resources permit.




- (3) Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with the OWNERS.
- (4) Review this agreement with the OWNERS and modify it as necessary at least once every three (3) years.

REMEDIES:

- (1) If the Jurisdiction determines that maintenance or repair work is required to be done to the stormwater facilities located in the subdivision, the Jurisdiction shall give the OWNERS notice of the specific maintenance and/or repair required. The Jurisdiction shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Jurisdiction, written notice will be sent to the OWNERS stating the Jurisdiction's intention to perform such maintenance and bill the OWNERS for all incurred expenses.
- (2) If at any time the Jurisdiction determines that the existing system creates any imminent threat to public health or welfare, the Jurisdiction may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other OWNER'S responsibilities shall remain in effect.
- (3) The OWNERS grant unrestricted authority to the Jurisdiction for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The OWNERS shall assume responsibility for the cost of maintenance and repairs to the stormwater facility, except for those maintenance actions explicitly assumed by the Jurisdiction in the preceding section. Such responsibility shall include reimbursement to the Jurisdiction within 90 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Jurisdiction will be borne by the parties responsible for said reimbursements.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Jurisdiction. It shall run with the land and be binding on all parties having or acquiring any right, title, or interest, or any part thereof, of real property in the subdivision. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Jurisdiction.


Rob Rice, Vice President



STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, Roy C. Rice, Jr.
and _____ known to be the individual(s)
described, and who executed the foregoing instrument and acknowledge 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 16th day of May, 2002.



Kimberly A. Showalter
Notary Public in and for the State of
Washington, residing in Tumwater
My commission expires 5.20.2002

Dated at _____ Washington, this _____ day of _____, 200____.

Thurston County

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, _____
_____ who executed the foregoing
instrument and acknowledge the said instrument to be the free and voluntary act and deed of
said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is
authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 200____.

Notary Public in and for the State of
Washington, residing in _____
My commission expires _____

APPROVED AS TO FORM:



3442377

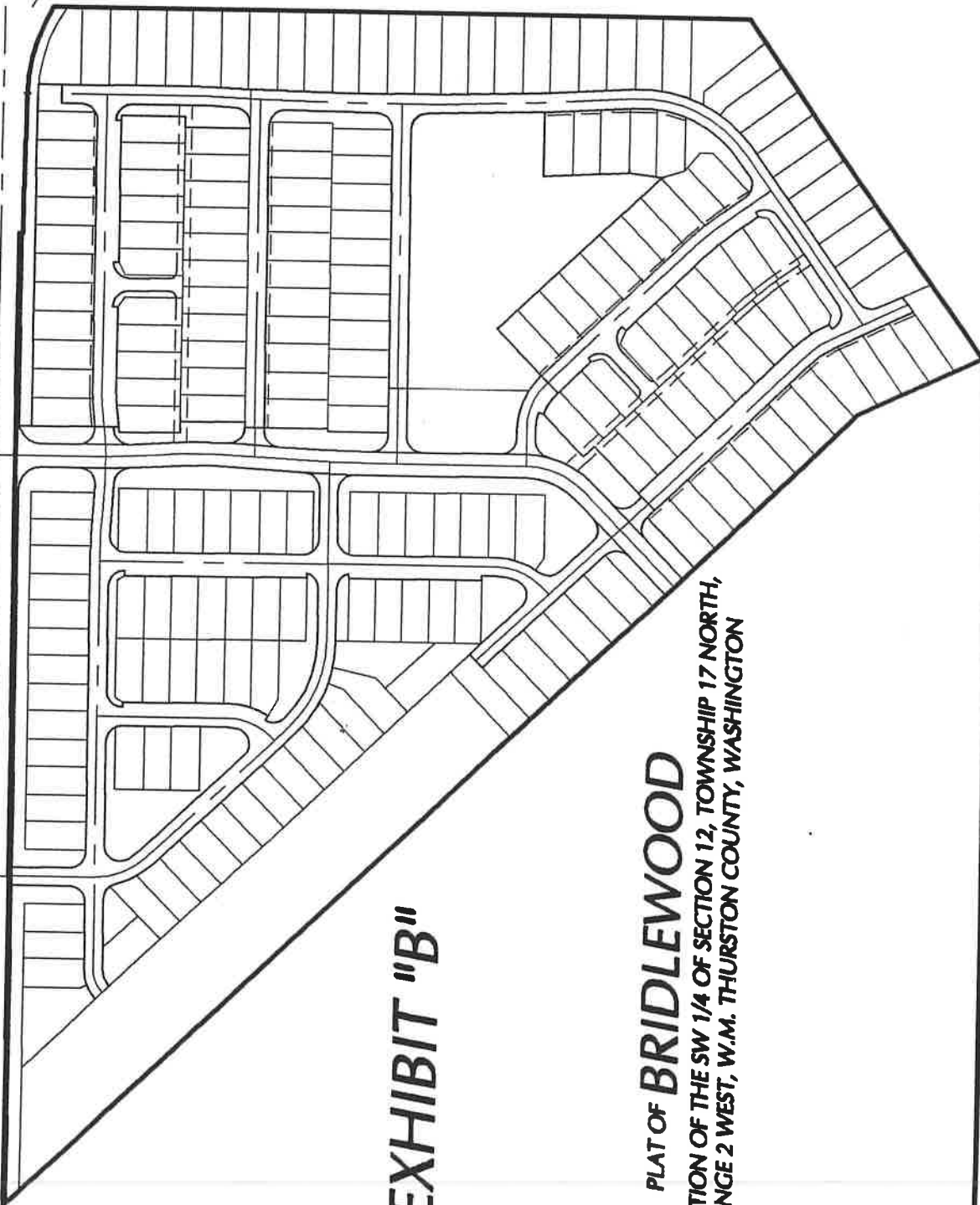
Page: 60 of 124
06/19/2002 12:58P
Thurston Co, WA

79TH AVENUE S.E.

EXHIBIT "B"

PLAT OF BRIDLEWOOD

A PORTION OF THE SW 1/4 OF SECTION 12, TOWNSHIP 17 NORTH,
RANGE 2 WEST, W.M. THURSTON COUNTY, WASHINGTON



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3439543
Page: 9 of 10
06/06/2002 10:53A
Thurston Co. WA

Thurston County Development Services
2000 Lakeridge Drive SW, Building 1
Olympia, WA 98502

Document Title(s): Declaration of Covenant

Grantor(s): (Last, First, Middle Initial)

Bridlewood, Div. 2

Gemini Corporation

Bridlewood Homes One, LLC

Rice, Roy C Jr.

Additional grantors on page _____

Grantees(s):

Public, The

Legal Description: (In abbreviated form lot; block, plat name, section-township-range)

ptn SW 1/4 12-17-2W

Additional legal is on page _____

Assessor's Property Tax Parcel Account Number(s):

127 12340202

Additional parcel #'s on page _____

The applicant must complete this form. The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

J:\DEV_SVCS\ZONING\LUF\FORMS\APPLICATION\COV.DOC



3610952

Page: 1 of 5

01/15/2004 10:16A

BRIDLEWOOD HOMES ONE, L COV \$23.00 Thurston Co. Wa.

WHEN RECORDED, MAIL TO:
Gemini Corporation
1868 State Avenue NE
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS**

THIS SUPPLEMENTARY DECLARATION, executed this 19th day of September, 2003, by Gemini Corporation, a Washington Corporation (hereinafter referred to as "Original Declarant") and Bridlewood Homes One, LLC, a Washington limited liability company, (hereinafter referred to as "Successor Declarant"),

WITNESSETH:

WHEREAS, Successor Declarant has purchased from Original Declarant certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

BRIDLEWOOD DIVISION 2

THAT PORTION OF TRACT CONVEYED TO GEMINI CORPORATION BY DEED RECORDED DECEMBER 30, 1999 UNDER AUDITOR'S FILE NO. 3272678, RECORDS OF THURSTON COUNTY, WA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID TRACT; THENCE NORTH 25°00'59" WEST ALONG THE WESTERLY LINE THEREOF 215.00 FEET AND NORTH 43°57'58" WEST 354.16 FEET; THENCE NORTH 46°02'02" EAST 110.31 FEET; THENCE SOUTH 43°57'58" EAST 15.53 FEET; THENCE NORTH 46°02'02" EAST 137.00 FEET; THENCE NORTH 43°57'58" WEST 23.23 FEET; THENCE NORTH 46°02'02" EAST 90.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 17°35'47" WEST 77.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°26'15" AN ARC LENGTH OF 38.47 FEET; THENCE SOUTH 43°57'58" EAST 1.54 FEET; THENCE NORTH 46°02'02" EAST 137.00 FEET; THENCE SOUTH 43°57'58" EAST 351.00 FEET; THENCE NORTH 06°17'19" EAST 53.45 FEET; THENCE NORTH 03°22'51" WEST 132.20 FEET; THENCE NORTH 89°48'07" EAST 100.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 87°18'49" EAST 5514.50 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'11" AN ARC LENGTH OF 184.76 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°25'54" AN ARC LENGTH OF 39.02 FEET; THENCE SOUTH 89°48'07" WEST 407.57 FEET; THENCE NORTH 00°11'53" WEST 29.00 FEET; THENCE SOUTH 89°48'07" WEST 69.37 FEET; THENCE



3610952

Page: 2 of 5

01/15/2004 10:16A

BRIDLEWOOD HOMES ONE, L COV

\$23.00 Thurston Co. Wa.

NORTH 00°11'53" WEST 95.00 FEET; THENCE NORTH 89°48'07" EAST 5.00 FEET; THENCE NORTH 00°11'53" WEST 129.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 00°25'53" EAST 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'46" AN ARC LENGTH OF 0.27 FEET; THENCE NORTH 89°48'07" EAST 529.92 FEET; THENCE NORTH 02°09'14" EAST 4.18 FEET; THENCE NORTH 89°48'07" EAST 122.09 FEET TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEARS 785.44 FEET NORTH 00°03'08" WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00°03'08" EAST ALONG SAID EAST LINE 785.44 FEET TO SAID SOUTHEAST CORNER; THENCE SOUTH 54°14'14" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 647.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.92 ACRES.

WHEREAS, The governing documents of the Association provide for successors and assigns of the Original Declarant, and

WHEREAS, Successor Declarant, as the successor to the Original Declarant with respect to the Annexed Property, will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on June 19, 2002 under Auditor's File No. 3442377 in Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Successor Declarant is hereby designated and confirmed as the successor to the Original Declarant with respect to the Annexed Property and with all of the rights and duties of the Original Declarant with respect to the Annexed Property. Original Declarant hereby assigns to Successor Declarant all of the Declarant's rights and duties as to the Annexed Property, and Successor Declarant hereby accepts such assignment.

2. All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of Bridlewood Owners' Association, a Washington non-profit corporation, (hereinafter referred to as the "Association"), as provided in the Declaration, and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration and all of the Owners of Lots as those terms are defined in the Declaration, in the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.

4. All easements reserved by Original Declarant in the Declaration are hereby reserved by Successor Declarant over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.



ORIGINAL DECLARANT:

GEMINI CORPORATION,
a Washington corporation.

By: [Signature]
Roy C. Rice, Jr., President

SUCCESSOR DECLARANT:

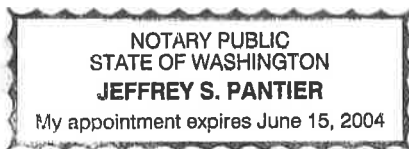
BRIDLEWOOD HOMES ONE, LLC,
A Washington limited liability company

By: [Signature]
Its: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 19th day of September, in the year 2003, before me personally appeared Roy C. Rice, Jr., to me known to be the President 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 purposed therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



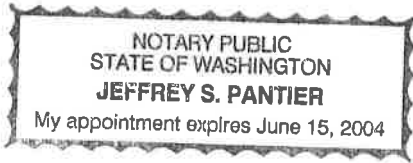
[Signature]
Notary Public in and for the State of
Washington, residing in Lacey.
My appointment expires 6/15/2004.

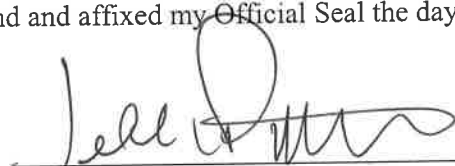
STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 19th day of September, in the year 2003, before me personally appeared Roy C. Rice, Jr., to me known to be the Manager of the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity,

for the uses and purposed therein mentioned, and on oath stated that he was authorized to execute said instrument.

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 in Lacey.
My appointment expires 6/15/2004.

C:\51\CORP\Gemini\BridlewoodOne\SupplementaryDeclaration.CC&Rs.doc



BRIDLEWOOD HOMES ONE, L COV

\$23.00

3610952

Page: 5 of 5

01/15/2004 10:16A

Thurston Co. Wa.

Thurston County Development Services
2000 Lakeridge Drive SW, Building 1
Olympia, WA 98502

Document Title(s): Covenants

Grantor(s): (Last, First, Middle Initial)

Bridlewood, Div 3

Bridlewood Homes One, LLC

Roy C. Rice, Jr.

Additional grantors on page _____

Grantees(s):

Public, The

Legal Description: (In abbreviated form lot; block, plat name, section-township-range)

ptn SW 12-17-2W

Additional legal is on page _____

Assessor's Property Tax Parcel Account Number(s):

12712340200

Additional parcel #'s on page _____

The applicant must complete this form. The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

J:\DEV_SVCS\ZONING\LUF\FORMS\APPLICATION\COV.DOC



3716757

Page: 1 of 4

03/17/2005 02:04P

COV \$22.00 Thurston Co. Wa.

WHEN RECORDED, MAIL TO:
Bridlewood Homes One, LLC
1868 State Avenue NE
Olympia, WA 98506

**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS**

THIS SUPPLEMENTARY DECLARATION, executed this 13th day of January, 2005, by Bridlewood Homes One LLC, a Washington limited liability company, (hereinafter referred to as "successor Declarant"),

WITNESSETH:

WHEREAS, Bridlewood Homes One, LLC has purchased from Gemini Corporation, the Declarant, certain property (hereinafter referred to as the "Annexed Property") in the County of Thurston, State of Washington, described as:

BRIDLEWOOD DIVISION 3

THAT PORTION OF TRACT CONVEYED TO GEMINI CORPORATION BY DEED RECORDED DECEMBER 30, 1999 UNDER AUDITOR'S FILE NO. 3272678, RECORDS OF THURSTON COUNTY, WA. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 785.44 FEET NORTH 00°03'08" WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°48'07" WEST 122.09 FEET; THENCE SOUTH 02°09'14" WEST 4.18 FEET; THENCE SOUTH 89°48'07" WEST 521.98 FEET; THENCE NORTH 00°11'53" WEST 100.25 FEET; THENCE SOUTH 89°48'07" WEST 18.00 FEET; THENCE NORTH 00°11'53" WEST 94.82 FEET; THENCE NORTH 83°54'23" EAST 7.72 FEET; THENCE NORTH 00°11'53" WEST 155.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 12°27'30" EAST 35.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°15'36" AN ARC LENGTH OF 7.49 FEET TO A POINT 35.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF 79TH AVENUE SE; THENCE NORTH 89°48'07" EAST PARALLEL WITH SAID CENTERLINE 293.04 FEET; THENCE SOUTH 00°15'58" EAST 0.36 FEET; THENCE SOUTH 89°27'29" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 79TH AVENUE SE A DISTANCE OF 220.98 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 255.01 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 31°48'29" AN ARC LENGTH OF 141.57 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°03'08" EAST ALONG SAID EAST LINE 305.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.22 ACRES.



3716757
Page: 2 of 4
03/17/2005 02:04P
\$22.00 Thurston Co. Wa.

COV

WHEREAS, The governing documents of the Association provide for successors and assigns of the Declarant Gemini Corporation, and

WHEREAS, successor Declarant will convey the Annexed Property subject to certain protective covenants, conditions restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions which was recorded on June 19, 2002 under Auditor's File No. 3442377 in Thurston County, Washington, and any amendments thereto (hereinafter referred to as the "Declaration") specifically pursuant to the provisions of the Section entitled "Annexation By Declarant" of the Declaration.

NOW, THEREFORE, it is declared as follows:

1. . All of the Annexed Property is hereby made subject to all the terms, covenants, conditions and provisions as set forth in the Declaration, and any amendments thereto, to all intents and purposes as though said land were a part of the initial Covered Property as defined in the Declaration.
2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of Bridlewood Owners' Association, a Washington non-profit corporation, (hereinafter referred to as the "Association"), as provided in the Declaration, and thereafter said real property shall be part of the Covered Property as that term is defined in the Declaration and all of the Owners of Lots as those terms are defined in the Declaration, in the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.
3. All easements reserved by Declarant in the Declaration are hereby reserved by Successor Declarant over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

BRIDLEWOOD HOMES ONE, LLC
a Washington limited liability company


Roy C. Rice, Jr., Manager



3716757

Page: 3 of 4

03/17/2005 02:04P

COV \$22.00 Thurston Co. Wa.

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On this 13th day of January, in the year 2005, before me personally appeared Roy C. Rice, Jr., to me known to be the Manager 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 company, for the uses and purposed therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



A handwritten signature in cursive script, reading "Kimberly A. Showalter", written over a horizontal line.

Notary Public in and for the State of
Washington, residing in Olympia. My
appointment expires June 18, 2006.



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