

July 27 2017 12:55 PM

KEVIN STOCK
COUNTY CLERK
JUDGE JACK NEVIN
Trial Date: 10/09/2017 **NO: 16-2-12121-2**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

LINCOLN and CYNTHIA GLENISTER; AN
HUYNH; HEATHER HANSTAD; MIKE and
WENDY REYNOLDS; TREVOR and
ROCHELLE PETTINGILL; JONATHAN and
DENISE SOKOLOWSKI; BRAD and SUE
COLBO; DAVID and TERRI ASPLUND;
TINH V. NGUYEN; STEVE and JEANINE
BARNDT; RON BEESLEY and KIM
NORRIS; DAVID and CLAIRE
GORENSTEIN; BILL NIX and VICTORIA
JIMANO; DAN and JANET WOJTALA;
RUSS and PEGGY BARSTOW; BRENT and
DANA EGGLESTON; RUSS and JENNIFER
CRUTCHER; ALAN and NORMA
OREJANA; SEAN and SHANNON BROWN;
COE and EILEEN LINDER; SCOTT and
SUZANNE BERGESON; BOB and RUBY
CHARNESS; MARK and IZZY BOYD;
GRAHAM and ERIKA STAINES; ERNEST
and PAMELA PETERSON; JEFF ROCKOFF
and CHARLENE HUTCHINS; LUTHER and
LOREILLI AGUILAR; TINH NUGYEN and
PHUNG LE,

Plaintiffs,

vs.

No. 16-2-12121-2

DECLARATION OF ROBERT U.
SCHULTZ, JR. IN SUPPORT OF
DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT

DECLARATION OF ROBERT U. SCHULTZ,
JR. IN SUPPORT OF DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT – 1
gw/GW1465.122/2625750x

 WILSON
SMITH
COCHRAN
DICKERSON

901 FIFTH AVENUE, SUITE 1700
SEATTLE, WASHINGTON 98164
TELEPHONE: (206) 623-4100
FAX: (206) 623-9273

1 BOARD OF DIRECTORS OF SILVER
2 CREEK ASSOCIATION, a Washington
3 nonprofit corporation, dba SILVER CREEK
4 HOME OWNER'S ASSOCIATION,

Defendant.


5 I, ROBERT U. SCHULTZ, JR., declare under penalty of perjury under the laws of the
6 State of Washington that the following is true and correct.

7 1. I am over eighteen years of age and I am competent to make the following
8 declaration based upon my personal knowledge and upon a review of all association
9 documents that are maintained by the board of directors for Silver Creek, including those
10 inherited from the original declarant, Benum Enterprises.

11 2. I purchased my home in the Silver Creek development, located in Pierce
12 County, Washington, on July 1, 1998. The Silver Creek development consists of 1,775 homes
13 in nine neighborhoods: Premier, Grayhawk, Highlands, Ashford, South Ridge, Hillsboro,
14 Country Hollow, Brookfield and Sterling Ridge, a condo association. My home is in the
15 Highlands neighborhood. The Silver Creek Homeowners Association is incorporated as a
16 non-profit association under RCW 24.03 as Silver Creek Association. Attached hereto as
17 **Exhibit A** is a true and correct copy of Silver Creek's Corporate Registration from the
18 Washington Secretary of State webpage.

19 3. Aside from Sterling Ridge, which operates under a different set of governing
20 documents due to its status as a condominium association, all Silver Creek neighborhoods are
21 governed by the same Master Conditions, Covenants, and Restrictions (CCRs) and Bylaws.
22 Attached hereto as **Exhibit B** is a true and correct copy of Silver Creek's Master CCRs.
23 Attached hereto as **Exhibit C** is a true and correct copy of Silver Creek's Master Bylaws.
24 Likewise, aside from Sterling Ridge, all Silver Creek neighborhoods are managed by one
25 elected board of directors.

26
DECLARATION OF ROBERT U. SCHULTZ,
JR. IN SUPPORT OF DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT – 2
gw/GW1465.122/2625750x

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1 4. I have served on the Silver Creek board of directors since January of 2012,
2 when I was appointed to serve as president of the board due to the resignation of all but one of
3 the members. I was subsequently elected onto the board of directors twice—in 2013 and
4 2016. The other members of the current board are Mike Morrey (president), Laura Bailey
5 (secretary), and Phillip Durben (member at large). No two board members live in the same
6 neighborhood to ensure that no neighborhood is given preferential treatment.

7 5. In 2013, Plaintiffs submitted a request to the Silver Creek board of directors to
8 thin the forest located between the Grayhawk and Country Hollow neighborhoods. The
9 Grayhawk neighborhood is located on the rim, at the highest elevation. The forested area is
10 located downhill from Grayhawk, and Country Hollow is located at the bottom of the hill.
11 Though Plaintiffs all live in the Grayhawk neighborhood, they represent less than a third of
12 that community (28 out of 99 homes) and an even smaller fraction of the Silver Creek
13 community as a whole (28 out of 1,775 homes).

14 6. As part of its process of reviewing Plaintiffs' request, the Silver Creek board of
15 directors asked Plaintiffs to provide a geotechnical report to ensure that the forest
16 maintenance would not endanger the stability of the hillside between Grayhawk and Country
17 Hollow. The reason that the board proceeded with such caution was that Surveys on Record
18 under Pierce County Recording Number 200406305029 designate the entire common area in
19 which the contemplated work was to be performed as a "Landslide Hazard Area." Attached
20 hereto as **Exhibit D** is a true and correct copy of Recording No. 200406305029. Attached
21 hereto as **Exhibit E** is a true and correct copy of a Landslides and Erosion Hazards Report
22 that was drafted for Silver Creek in 2000. Attached hereto as **Exhibit F** is a true and correct
23 copy of the report that Plaintiffs provided in response to the board's request. Though the
24 board advised Plaintiffs that the report was deficient as it did not contemplate the nearby
25 landslide hazard area, Plaintiffs have submitted no supplemental geotech report.
26

1 7. The threat to Plaintiffs' neighbors from the proposed work was even more
2 concerning to the board due to the scope of work contemplated. Rather than simple thinning
3 and pruning, the arborist report submitted to the board by Plaintiff revealed that the work
4 entailed removal of 50 of the 81 trees in the area. Attached hereto as **Exhibit G** is a true and
5 correct copy of that report. Given that tree removal is known to reduce root structures that
6 prevent erosion, this revelation enhanced the concern that the board already had for the
7 downhill Country Hollow residents

8 8. A second factor that compelled the board of directors to scrutinize Plaintiffs'
9 request arises from a Pierce County condition that was imposed in 1999 but never complied
10 with. When the Silver Creek builder originally requested permission from the County to "limb
11 or prune" the forested area, the County set forth several conditions for approval. Attached
12 hereto as **Exhibit H** is a true and correct copy of Pierce County's response to the request. It
13 contains the following condition:

14 This approval is contingent upon the inclusion of language in the Codes,
15 Covenants and Restrictions (CCR) for Silver Creek Homeowner's Association
16 notifying the residents of Silver Creek that Pierce County has approved view
17 corridor pruning and/or limbing of trees within Phase 4—Community Park
adjacent to lots 8-26 of the approved Final Plat of The Rim, to no lower than 6
feet higher than the curb elevation of each lot.

18 This condition has never been satisfied. The Silver Creek CCRs have never been amended to
19 include the information requested by Pierce County.

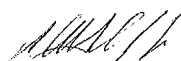
20 9. Multiple Country Hollow residents have voiced strong opposition to me and
21 other members of the board concerning the scope of work proposed by Plaintiffs due to the
22 potential for a landslide that could impact their homes. Attached hereto as **Exhibit I** is a true
23 and correct copy of correspondence from Country Hollow residents received by the board of
24 directors on or about February 18, 2015.

25 10. Because of the risk of the risk of a landslide, the failure to adhere to original
26 conditions imposed by the County, Plaintiffs' failure to submit an appropriate geotechnical

1 report, and the strong opposition from Country Hollow residents rooted in concerns of safety,
2 the Silver Creek board of directors has not approved Plaintiffs' requested trimming activities.
3 The board must act on behalf of all Silver Creek residents.

4 I declare under penalty of perjury under the laws of the State of Washington that the
5 foregoing is true and correct.

6 Signed at Pierce County, Washington, this 27 day of July, 2017.

7 

Digitally signed by Robert U. Schultz Jr.
DN: cn=Robert U. Schultz Jr., o=ou,
email=czplo@hotmail.com, c=US
Date: 2017.07.27 11:30:53 -07'00'

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ROBERT U. SCHULTZ, JR.

1 **CERTIFICATE OF SERVICE**

2 The undersigned certifies that under penalty of perjury under the laws of the State of
3 Washington that on the below date I caused to be served the foregoing document on:

4 **Attorney for Plaintiffs**

5 Jason M. Whalen

6 Shasta L. Kelley

7 Ledger Square Law, P.S.

8 710 Market Street

9 Tacoma, WA 98402

10 () Via U.S. Mail

11 () Via Facsimile: 253-327-1700

12 () Via Hand Delivery

13 (X) Via Email: Jason@ledgersquarelaw.com

14 (X) Via Email: shasta@ledgersquarelaw.com

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SIGNED this 27th day of July, 2017, at Seattle, Washington.

Becky Phares
Becky Phares



EXHIBIT A

SCAM ALERT: The Department of Revenue's Business Licensing Service is currently the subject of an email phishing scam targeting businesses. [Get more information and learn how to avoid this scam.](http://www.dor.wa.gov/Content/AboutUs/BLSpishingscam.aspx)
(<http://www.dor.wa.gov/Content/AboutUs/BLSpishingscam.aspx>)

SILVER CREEK ASSOCIATION

UBI Number	601754729
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	12/05/1996
Expiration Date	12/31/2017
Duration	Perpetual
Registered Agent Information	
Agent Name	AMBER EMERY
Address	802 39TH AVE SW
City	PUYALLUP
State	WA
ZIP	983730000
Special Address Information	
Address	PO BOX 731029
City	PUYALLUP
State	WA
Zip	983730000

Governing Persons (as defined in RCW 23.95.105 (12) (<http://app.leg.wa.gov/RCW/supdefault.aspx?cite=23.95.105>))

Title	Name
Governor	MORREY, MICHAEL
Governor	BAILEY, LAURA
Governor	SCHULTZ, ROBERT

EXHIBIT B

96-0706
DEC 24 1996

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RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO

MICHAEL S. COURTNAGE
ALSTON COURTNAGE MACAULAY & PROCTOR, LLP
1000 SECOND AVENUE, SUITE 3900
SEATTLE, WASHINGTON 98104-1045

96 DEC 12 AM 8:30

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

F.A.T.

DEC 12 1996

96-0692

COURTESY RECORDING ONLY...
NO LIABILITY FOR VALIDITY AND/OR
ACCURACY ASSUMED BY FIRST AMERICAN
TITLE INSURANCE COMPANY.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SILVER CREEK

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH
96 DEC 24 AM 10:00

UK1292163818

Master CC+R's

EXCISE TAX EXEMPT: DATE 12-12-96
Pierce County

By [Signature] Auth. Sig

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Master CC+R's

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR SILVER CREEK

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COURT BALFOUR SILVER CREEK

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND
EASEMENTS FOR SILVER CREEK

THIS DECLARATION is made on this 6th day of December, 1996, by RAINIER VISTA L.L.C., a Delaware limited liability company ("Declarant"), the owner of certain real property situated in the County of Pierce, State of Washington, commonly known as Silver Creek, as more particularly described on Exhibit A, which is attached hereto and by this reference incorporated herein.

DESCRIPTION OF DECLARATION

Declarant plans to create in Silver Creek, as hereinafter defined, a planned community with residential, retail and commercial uses, services and facilities, as well as other public and private uses, services and facilities. Declarant also desires to create permanent open space areas and other common facilities for the benefit of the Silver Creek community, to provide for the preservation of Silver Creek's natural amenities in Silver Creek and to provide for the maintenance of open spaces and other common facilities.

This Declaration establishes a plan for the private ownership of lots and buildings constructed thereon, for the dedication of certain areas to Pierce County and other municipal corporations and for the beneficial ownership through a non-profit corporation of all the remaining land and related easements, hereafter defined and referred to as the "Common Areas". That non-profit corporation is SILVER CREEK ASSOCIATION, hereafter referred to and defined as the "Association", to which shall be delegated and assigned the duties and powers of maintaining and administering the Common Areas and facilities and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and other charges hereinafter created, subject to the terms of this Declaration.

This Declaration contemplates a plan for the phased development of Silver Creek pursuant to Declarant's Master Plan, as hereafter referenced and defined, so that the Silver Creek community may grow in an orderly fashion under a rational scheme of development. The Declaration further establishes the right and power of the Association to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of improvements to the Common Areas and facilities, and in order to effectuate the powers and duties of the Association, as described herein. The Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Silver Creek and further establishes the right of the Association to promulgate rules and regulations which may further define and limit permissible uses and activities, consistent with the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of Silver Creek, as defined herein, and the buildings, structures and other improvements hereafter constructed thereon are, and will be, held, used, sold, conveyed, leased and encumbered subject to and burdened by the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Silver

Creek for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All of the provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in Silver Creek or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be, and shall in all respects be regarded as, covenants running with the land.

ARTICLE 1 DEFINITIONS

Section 1.1 "Apartment Building" shall mean and refer to a building on one or more Lots owned by a person or entity, consisting of two or more attached residential living units under one roof, but excluding Condominium Units.

Section 1.2 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee as formed pursuant to, and described in, this Declaration.

Section 1.3 "Association" shall mean and refer to the Silver Creek Association, a Washington not-for-profit corporation, its successors and assigns.

Section 1.4 "Association Action" shall mean and refer to a written corporate action of the Association in the form of bylaws or resolution duly adopted by either the Board or the Owners.

Section 1.5 "Board" shall mean and refer to the board of directors of the Association.

Section 1.6 "Commercial Lot" shall mean and refer to any Lot that is designated for commercial use on Exhibit B or on any final plat, binding site plan or other recorded document creating a Phase.

Section 1.7 "Common Areas" shall mean and refer to all real property that is owned or leased by the Association, for so long as it is leased or owned, or that is designated by Declarant for future ownership by the Association on a final plat, binding site plan or other recorded document creating a Phase, including without limitation open space areas and improvements thereon, recreational and athletic facilities, pedestrian and equestrian trails, bicycle paths, lakes, ponds, wetlands, buffers, marshes, parking areas, entry areas, bus stops, monumentation and signs, landscaping and other areas available for common use and enjoyment by members of the Association, and irrigation, sewer, water, storm drainage, storm detention and other utility systems located on or in the Common Areas or between the Common Areas and the streets or on or in other public or utility easements. Once dedicated to a governmental entity, land shall cease to be Common Area and subject to this Declaration.

Section 1.8 "Condominium" shall mean and refer to any Living Unit created in a declaration filed pursuant to the Horizontal Property Regimes Act, RCW Ch. 64.32, or any successor statute, including without limitation such units located in duplexes, fourplexes and other multi-dwelling-unit buildings, and any building composed of such units, if the context shall require.

Section 1.9 "Declarant" shall mean and refer to Rainier Vista L.L.C., a Delaware limited liability company, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Silver Creek from Declarant for the purpose of development (excluding Participation Builders); provided, however, that no successor or assign of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.10 "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.11 "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending whenever any of the following first occurs: (i) 30 years from the date hereof; or (ii) at such time as Declarant has transferred title to residential owners ninety-five percent (95%) of the Single Family Lots; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period.

Section 1.12 "Governing Documents" shall mean and refer to this Declaration, Supplementary Declarations and the Articles of Incorporation and Bylaws of the Association, as any of the foregoing may be amended from time to time.

Section 1.13 "Living Unit" shall mean and refer to a building or structure or any portion thereof situated in Silver Creek that is designed and intended for use and occupancy as a residence by a Single Family, including attached or detached houses, Condominiums and units within Apartment Buildings and the appurtenant landscaping, fences, garages, driveways or parking areas occupying any Lot on which a Living Unit is situated. If a Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous certificate from the applicable governmental authority.

Section 1.14 "Lot" shall mean and refer to any legally segmented and alienable portion of Silver Creek created after the date of this Declaration (and including Lots in the Plat of Silver Creek, whether or not such plat is recorded after the date of this Declaration), through subdivision, short subdivision, binding site plan approval or any other legal process for dividing land, with the exception of streets and other public areas and Common Areas.

Section 1.15 "Master Plan" shall mean and refer to the total general scheme of intended uses of Silver Creek as approved by Pierce County, the present version of which is illustrated in Exhibit B attached hereto, which exhibit is incorporated herein by this reference as if fully set forth, and as further defined in Article 2. If the Master Plan is amended, this definition shall refer to the most current version thereof.

Section 1.16 "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots or Living Units. "First Mortgage" shall mean and refer to a

Mortgage with priority over other Mortgages. "Mortgages" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government.

Section 1.17 "Multi-Family Lot" shall mean and refer to any Lot designated for multi-family use on Exhibit B or on any final plat, binding site plan or other recorded document creating a Phase.

Section 1.18 "Native Growth Protection Area" shall mean and refer to an area in a Lot or Common Area designated on a final plat, short plat, binding site plan or other analogous recorded plan or map creating a Phase, in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, are restricted pursuant to the provisions of Article 7 herein or in such other recorded document.

Section 1.19 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot or Living Unit, including Participating Builders, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.20 "Parcel" shall mean and refer to any portion of Silver Creek not yet included within a Phase.

Section 1.21 "Participating Builder" shall mean and refer to a person or entity that acquires a portion of Silver Creek for the purpose of improving such portion in accordance with the Master Plan for resale to Owners or lease to tenants.

Section 1.22 "Phase" shall mean and refer to any portion of Silver Creek that is segregated by Declarant's filing of a final plat, short plat, binding site plan, condominium declaration or other analogous recorded plan, map or document that creates Lots, Living Units or Common Areas.

Section 1.23 "Silver Creek" shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof, in accordance with Article 2 of this Declaration.

Section 1.24 "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.25 "Single Family Lot" shall mean and refer to any lot designated for Single Family residential use on Exhibit B or to any final plat, binding site plan or other recorded document creating a Phase.

Section 1.26 "Supplementary Declaration" shall mean and refer to any recorded declaration of covenants, conditions and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary or supplementary provisions for a Phase as are deemed appropriate by Declarant.

LET "SINGLE FAMILY"

ARTICLE 2

MASTER PLAN AND ADDITIONS

Section 2.1 The Master Plan. The Master Plan, the present version of which is illustrated on Exhibit B, is Declarant's design for the phased development of Silver Creek as a community and may be modified and amended by Declarant from time to time as provided herein during the period of years required to develop the Silver Creek community. Because the Master Plan is necessarily an evolving design, and because Silver Creek will be developed in Phases, the Master Plan shall not bind Declarant to make any of the additions to Silver Creek that are shown on the Master Plan or to improve any portion of such lands in accordance with the Master Plan unless and until a Supplementary Declaration is filed of record by the Declarant for a Phase of Silver Creek subjecting it to this Declaration.

Section 2.2 Additions and Amendments. During the Development Period Declarant reserves the right to add to or amend the Master Plan and this Declaration. Such additions or amendments shall be effectuated by (1) giving notice of the proposed changes to the Association; (2) securing any necessary approval of Pierce County or any successor governmental entity with jurisdiction over the Silver Creek Property of any proposed addition or amendment; and (3) securing any necessary approval of any federal mortgage agency.

ARTICLE 3

SILVER CREEK ASSOCIATION

Section 3.1 Description of Association. The Association is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Document other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2 Association Board. Declarant shall within ninety (90) days of execution of this Declaration, select an initial Board of not fewer than three (3) persons who need not be Owners. The initial Board shall have the full authority and all rights, responsibilities, privileges and duties to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents. The term of the initial directors of the Board shall expire at the first annual meeting of the Association following their appointment by Declarant. The Board

shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 3.3 Association Membership Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficiary fee interest in the Lot or Living Unit to which it relates. Membership shall not be separated from ownership of the Lot or Living Unit to which it relates; provided, however, that any Owner may delegate his rights of membership in the Association and rights of enjoyment in the Common Areas to the members of his family and to his tenants occupying a Living Unit.

Section 3.4 Votes Appurtenant to Living Units Every Owner shall be entitled to cast one vote in the Association for each Lot or Living Unit owned. For any unimproved Lot on which more than one Living Unit is authorized by Pierce County (such as Lots zoned for Apartment Buildings), the Owner thereof shall be entitled to cast one vote for each Living Unit authorized thereon; but if fewer Living Units are actually constructed thereon than the number authorized, the Owner thereof shall, after the date of the certificate of occupancy, be entitled to cast only one vote for each Living Unit actually constructed on such Lot. A vote shall be appurtenant to and held and owned in the same manner as the beneficiary fee interest in the Lot or Living Unit to which it relates. A vote shall not be separated from ownership of the Lot or Living Unit to which it relates; provided, however, that when more than one entity holds the beneficiary fee interest in any Lot or Living Unit, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Living Unit; and if the several Owners of a Lot or Living Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Lot or Living Unit, each vote may be cast separately.

Section 3.5 Total Number of Votes; Adjustment The total voting power of the Association shall be the aggregate number of votes equal to:

(a) four (4) times the number of Single Family Lots authorized for Silver Creek (with twelve hundred (1,200) authorized Single Family Lots), for a total of four thousand eight hundred (4,800) votes;

(b) one (1) times the number of Living Units either existing or authorized for the Multi-Family Lots (with twelve hundred (1,200) Living Units authorized for the Multi-Family Lots), for a total of twelve hundred (1,200) votes (provided if fewer Living Units are actually constructed on a Multi-Family Lot than the county authorized, then the Owner thereof, after the issuance of the certificate of occupancy (or other governmental approval and authority to occupy) for such Living Units, shall be entitled to cast only one (1) vote for each Living Unit actually constructed therein); and

(c) one (1) vote for each three hundred (300) square feet of developable improved space allocated to the Commercial Lots under Section 3.5.3 (with a total of three hundred

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thousand (300,000) square feet of developable improved space presently authorized for the Commercial Lots), for a total of one thousand (1,000) votes.

At present the total number of votes is seven thousand (7,000) based on the number of Single Family Lots and Living Units on the Multiple-Family Lots authorized by Pierce County and including approximately three hundred thousand (300,000) square feet of developable improved space within the Commercial Lots. If additional Single Family Lots or Living Units on Multiple-Family Lots are authorized by Pierce County for the Property at any time during the Development Period or if the total square feet of developable improved space within Commercial Lots is increased or decreased, the number of votes in the Association shall be readjusted at such time to reflect the increased number of Single Family Lots, Living Units on Multiple-Family Lots or the change in total square feet of developable improved space within Commercial Lots, and Declarant shall be entitled to cast all such votes, less the number of votes allocated to a Lot or Living Unit owned by an Owner other than Declarant. At the end of the Development Period, the number of votes in the Association shall be readjusted to equal the number of votes determined as provided in this Section 3.5 based on the number of Living Units actually constructed on Multiple-Family Lots in Silver Creek to that date, the number of Single Family Lots authorized by Pierce County for the Property and the total square feet of developable improved space allocated to the Commercial Lots. Thereafter, Declarant shall be entitled to cast votes only for Lots or Living Units then owned by Declarant. If, after the end of the Development Period, additional Single Family Lots are platted, Living Units on Multiple-Family Lots constructed or the total square feet of developable improved space within Commercial Lots adjusted from time to time, the number of votes in the Association shall similarly be readjusted from time to time.

Section 3.6 Votes Per Lot or Living Unit

3.6.1 Single Family Lots. Every Owner of a Single Family Lot shall be entitled to cast four (4) votes in the Association for each Lot owned.

3.6.2 Multiple-Family Lots. For any unimproved Multiple-Family Lot, the Owner thereof shall be entitled to cast one (1) vote in the Association for each Living Unit authorized thereon. If fewer Living Units are actually constructed thereon than the number authorized, the Owner thereof, after the date of issuance of the certificate of occupancy (or other governmental completion approval and authority to occupy) for such Living Units, shall be entitled to cast only one (1) vote for each Living Unit actually constructed on such Multiple-Family Lot.

3.6.3 Commercial Lots. Every Owner of a Commercial Lot shall be entitled to cast votes in the Association in the following amounts:

<u>Commercial Parcel</u>	<u>Allocated Square Feet of Developable Improved Space</u>	<u>Total Votes</u>
Western	130,000	433
Eastern	170,000	567

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The two (2) Commercial Lots identified above are described and depicted on Exhibit C attached hereto.

Section 3.7 Owner's Compliance with Governing Documents By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 3.8 Rules and Regulations The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations governing the use of Silver Creek, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners. The Association may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.9 Architectural Control Committee Declarant shall establish and continuously maintain an Architectural Control Committee composed of three or more representatives appointed by Declarant, to review and approve or disapprove the details and written plans and specifications showing, inter alia, the nature, kind, shape, height, materials, colors and location of proposed Living Units, buildings, fences, walls or other structures, exterior additions to or changes or alterations therein, clearing or excavation of all Lots, or planting, pruning, cutting and trimming of trees and other vegetation within Silver Creek. Declarant shall have the power to adopt from time to time, and to enforce design guidelines, criteria and procedures governing the Architectural Control Committee and the Owners' compliance with the provisions of Section 6.2 hereof. Upon the expiration of the Development Period the Association shall have the authority to select members of the Architectural Control Committee. The Architectural Control Committee may require Owners to reimburse it for its expenses in connection with a requested approval or action.

ARTICLE 4 ASSOCIATION BUDGET, ASSESSMENTS AND LIENS

Section 4.1 Owner's Covenant to Pay Assessments By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

Section 4.2 Association Budget The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including, but not limited to, all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner and Living Unit as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3 Levy of General Assessment In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Owner a general assessment, which shall be allocated among the Owners of the various Lots and Living Units as provided in this Section 4.3.

4.3.1 Commercial Lots. Each Commercial Lot shall be assessed that portion of the total general assessment which is equal to a fraction, the numerator of which is the total number of Association votes allocated to such Commercial Lot by this Declaration and the denominator of which is the total number of Association votes for all Lots for which the liability for assessments has commenced pursuant to Section 4.6.

4.3.2 Multiple-Family Lots. Each Multiple-Family Lot shall be assessed that portion of the total general assessment which is equal to a fraction, the numerator of which is the total number of Association votes allocated to such Multiple-Family Lot by this Declaration and the denominator of which is the total number of Association votes for all Lots for which the liability for assessments has commenced pursuant to Section 4.6; provided, however, that the initial annual general assessment against a Multiple-Family Lot shall not exceed the lesser of Seventy Five Dollars (\$75) or sixty percent (60%) of the initial annual general assessment imposed on Single Family Lots for each Living Unit authorized on such Multiple-Family Lot.

4.3.3 Single Family Lots. Each Single Family Lot shall be assessed that portion of the total general assessment which is equal to a fraction, the numerator of which is four (4) and the denominator of which is the total number of Association votes for all Association votes for all Lots for which the liability for assessments has commenced pursuant to Section 4.6.

4.3.4 Payments to Declarant Until the expiration of the Development Period, six percent (6%) of the total general assessment shall be allocated and paid to Declarant for management services provided to the Association by Declarant or by a professional management

firm. Such allocation of funds to the Declarant shall cease upon expiration of the Development Period.

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4.3.5 Fixing Assessment The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be a condition precedent to the validity thereof. The failure of the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association if necessary shall revise the general assessment levied against the Owners and the Lots and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.

Section 4.4 Payment of General Assessment Installments of general assessments may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association. Any Owner may prepay one (1) or more installments on any assessment levied by the Association without premium or penalty. The Association may provide for automatic payment of assessments through credit card payment programs or other similar arrangements with Owners.

Section 4.5 Nondiscriminatory Assessment Except as provided in Sections 4.3 and 6.14 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain an Owner's Lot or Living Unit in a condition comparable to the other Lots or Living Units in Silver Creek has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable condition.

Section 4.6 Commencement of Assessments

4.6.1 Single Family Lots Liability of an Owner of a Single Family Lot for assessments shall commence upon conveyance of such Single Family Lot by Declarant to a third party. The Association may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than ninety (90) days after the effective date established above.

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4.6.2 Commercial Lots; Multiple-Family Lots. Liability of an Owner of a Commercial Lot for assessments shall commence upon conveyance of such Commercial Lot by Declarant to a third party. Liability of an Owner of a Multiple-Family Lot for assessments shall commence upon approval of the initial assessment by Association Action. The Association may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than ninety (90) days after the effective date established above.

Section 4.7 Special Assessments. In addition to the general assessments authorized by this Article, the Association by Association Action may levy a special assessment or assessments at any time against Lots and Living Units then subject to assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purposes as the Association may consider appropriate; provided, however, that any such special assessment must have the prior favorable vote of Owners representing two-thirds (2/3) of the total votes of the Association. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, as apportioned in accordance with the provisions of Section 4.3. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 4.8 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot or Living Unit are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 4.9 Effective of Non-Payment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot or Living Unit assessed and shall bear interest from such due date at a rate not to exceed the highest rate then permitted by law. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, together with reasonable attorneys' fees related thereto and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot or Living Unit foreclosed against.

Section 4.10 Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot and Living Unit, to secure to the Association the payment to it of all assessments, interest, costs and

attorneys' fees; and Declarant hereby subjects all Lots and Living Units perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring prorata as the assessment payments are made, and shall also be the personal obligation of the person or entity that is the Owner of the Lot or Living Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot or Living Unit which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot or Living Units.

Section 4.11 Suspension for Non-Payment of Assessment If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot or Living Unit.

Section 4.12 Reserves for Replacement As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of affecting the replacement of the Common Areas and any improvements and community facilities thereon, major repairs to any sidewalks, parking areas or pathways developed as a part of Silver Creek, equipment replacement and for start-up expenses and operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Living Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit.

Section 4.13 Certain Areas Exempt The Common Areas, all Parcels and all portions of Silver Creek dedicated to and accepted by a public authority or other charitable or non-profit

organization exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Association.

ARTICLE 5 SUBORDINATION OF LIENS

Section 5.1 Intent of Provisions The provisions of this Article 5 apply for the benefit of each Mortgagee that lends money for purposes of construction or to secure the payment of the purchase price of a Lot or Living Unit.

Section 5.2 Mortgagee's Non-Liability The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3 Mortgagee's Rights During Foreclosure During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Living Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4 Mortgagee as Owner At such time as a Mortgagee shall become the record owner of the Lot or Living Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5 Mortgagee's Title Free and Clear of Liens A Mortgagee or other secured party acquiring title to a Lot or Living Unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered Lot or Living Unit free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment or charge installment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot or Living Unit foreclosed against as a common expense in which case it shall prorate such unpaid assessments among the remaining Lots and Living Units, and each such remaining Lot and Living Unit shall be liable for its prorated share of such expenses in the same manner as for any other assessment.

Section 5.6 Survival of Assessment Obligation After the foreclosure of a security interest in a Lot or Living Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.7 Subordination of Assessment Liens The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Living Unit as a construction loan security interest or as a purchase price security

interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Living Unit or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or Living Unit for purposes of realizing a security interest, liens shall arise against the Lot or Living Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 6 USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6.1 Authorized Uses. Silver Creek shall be used solely for the uses authorized in the Master Plan, as amended from time to time. Such uses may include, but are not limited to, residential, retail and commercial uses, active and passive recreational uses and facilities, utility stations, public uses and facilities such as schools and fire stations, and other uses and facilities normally incidental to a master planned community. During the Development Period, no Lot or Living Unit shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot or Living Unit shall be further subdivided without prior approval conferred by Association Action.

Section 6.2 Approval of Building and Clearing Plans Required. No Living Unit, building, fence, wall, animal enclosure or other structure shall be commenced, erected or maintained upon a Lot or any other portion of Silver Creek, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree of 8 inches or more diameter on any Lot, measured one foot above ground level, be cut, until after the details and written plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and location in relation to surrounding structures, vegetation and topography. All improvements constructed on a Lot shall be built in accordance with applicable setback requirements.

Section 6.3 Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

Section 6.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept; provided, however, that dogs, cats or other conventional household pets may be kept if they are not kept, bred or maintained for any commercial purposes. No Lot shall have more than two (2) permitted animals. The owner of an animal must remove animal wastes from lawns and right of ways. No dogs shall be allowed to run at large. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority, in its sole discretion, to

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determine whether a particular pet is a nuisance or a source of annoyance and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated from time to time as required by law. When not confined to the Owner's Lot or Living Unit, pets within Silver Creek must be accompanied by a responsible person.

Section 6.5 Commercial Uses. No commercial enterprise, including itinerant vendors shall be permitted on any Lot or in any Living Unit, except as such uses are specifically designated for certain retail and commercial areas of Silver Creek, in accordance with the approved Silver Creek Master Plan; provided, however, that the Association may permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Silver Creek community.

Section 6.6 Trailers and Campers. The Association may prohibit the storage within Silver Creek of all or any of the following: mobile homes, house trailers, campers, camp trucks, motor homes, boats, boat trailers, junk vehicles or any other similar machinery or equipment of any kind or character. The Association may, in its discretion, provide and maintain one or more suitable areas designated for the parking and storage of such vehicles or the like at one or more specified locations in Silver Creek. If such an area is so provided, any of such vehicles not prohibited by the Association shall be stored exclusively in such parking and storage area. However, an Owner may keep on or in a Lot or Living Unit such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot or Living Unit provided such equipment and machinery when not in use is screened from view from adjacent streets, Lots and Living Units in a manner approved by the Architectural Review Committee. The Association may keep such equipment and machinery as it may require in connection with the maintenance and operation of the Common Areas. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in Silver Creek.

Section 6.7 Refuse and Recycling. No garbage, refuse, rubbish or recyclable materials shall be deposited or left on the Property unless placed in a suitable covered container; provided, however, that construction debris may be left on a Lot during the period of initial construction of improvements thereon so long as and to the extent that it does not create or present a health hazard or safety risk or violate applicable law. Trash, garbage and recycling containers shall not be permitted to remain in public view except on days of trash or recycling collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse or scrap of any kind shall be permitted on the Property.

Section 6.8 Underground Utilities. Except for easements existing as of the date of this Declaration, and hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line on the Property shall be installed or maintained above the surface of the ground.

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Section 6.9 Mining Prohibited No portion of the Property shall be used for the purpose of boring, mining, quarrying or exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.10 Signs Except for entrance, street, directional, traffic control and safety signs, and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about the Property; provided, however, that one temporary real estate sign not exceeding six square feet in area may be erected upon any Lot or attached to any Living Unit placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Living Units.

Section 6.11 No Obstruction of Easements No structure, planting or other material shall be placed or permitted to remain upon Silver Creek which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

Section 6.12 Antennae No external shortwave or citizens' band antennae, free-standing antenna towers or satellite reception dishes of any kind shall be permitted in Silver Creek, except satellite dishes which are ~~eighteen (18) inches~~ or smaller in diameter and are not visible from the street. All television and/or FM radio antennae must be physically attached to a structure and must comply with applicable governmental standards and guidelines and any Association rules and regulations.

Section 6.13 Wells and Septic Tanks There shall be no water wells or septic tanks on Lots. Owner shall be required at all times to connect their Living Units to the public water and sewer facilities administered by Pierce County or its successor, and at all times to maintain such facilities in good working order and repair.

Section 6.14 Owners' Maintenance Responsibilities The maintenance, upkeep and repair of individual Lots and Living Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers, directors or employees. Except during initial construction Owners shall maintain their Lots and Living Units and any and all appurtenances thereto at all times in good order, condition and repair, and in a clean, sightly and sanitary condition. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Silver Creek. After notice to an Owner from the Association of such Owner's failure to so maintain his landscaping, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

Error! Bookmark not defined. Section 6.15 Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, air rifles, pellet or BB guns, slings, traps or any other like weapon, shall be used or discharged within Silver Creek except by authorized governmental officials. No hunting shall be permitted within Silver Creek.

Section 6.16 Sales and Construction Facilities. Notwithstanding the other provisions of this Declaration, during the Development Period Declarant and Participating Builders, or agents or contractors thereof, shall be permitted to maintain on any portion of Silver Creek owned by Declarant or Participating Builders such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction and sale of Lots or Living Units, including without limitation business offices, storage areas, construction yards, signs, model Living Units and sales offices.

Section 6.17 Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted on or in any portion of Silver Creek, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Pierce County or any other applicable governmental authority. Nothing shall be done or maintained on any portion of Silver Creek which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of Silver Creek community. The Association shall determine by Association Action whether any given use of a Lot or Living Unit unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots and Living Units, or of the Common Areas, and such determination shall be final and conclusive.

Section 6.18 Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 6.4, 6.5, 6.6, 6.10, 6.12 and 6.15 only of this Article (regulating animals, commercial uses, trailers and campers, signs, antennae and weapons, respectively) would work a severe hardship upon him, the Board by Association Action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 6.17 of this Article. The decisions of the Board in granting or denying such relief shall be final and conclusive.

Section 6.19 Motorcycles and ATV's. Motorcycles, motorbikes, motorized trail bikes, all terrain vehicles or other similar vehicles are prohibited on any portion of the Property whether licensed or unlicensed, except on public roads and streets established for vehicular purposes.

ARTICLE 7 COMMON AREAS

Section 7.1 Title to Common Areas and Parklands. Declarant shall from time to time during the Development Period convey to the Association the Common Areas designated on a final plat or other recorded map or plan creating a Phase. Upon its creation as a Common Area in a Phase, and whether or not it shall have been conveyed, as yet to the Association, every Common

Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors and assigns, in accordance with the terms and conditions of the Governing Documents. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot or Living Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot or Living Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Common Areas may be transferred to governmental entities. Certain rights of use, ingress, egress, occupation and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant for the duration of the Development Period.

Section 7.2 Owners' Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited Common Areas on the face of a plat or other recorded instrument creating a Phase or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, sewer and water systems, all buildings, gas, telephone or electrical or television facilities applicable to the Common Areas, shall be taken by the Association only.

Section 7.4 Association Services. The Association shall be authorized, but is not required (except as provided by terms of the Master Plan, plat or other governmental approvals for Silver Creek) to provide, inter alia, the following services:

(a) Cleanup and maintenance of all roadway medians, parkways along public roads or streets, cul-de-sac islands, neighborhood and other area entrances, whether such entrances are owned by the Association or in easements from adjoining Lot Owners, parks, sidewalks, walking trails and bike trails within the Common Areas and not otherwise dedicated to a governmental entity.

(b) Landscaping and beautification of roadway medians, parkways along public roads or streets, cul-de-sac islands, neighborhood and other area entrances, stream corridors, parks, sidewalks, walking paths and bike trails located within the Common Areas and not otherwise dedicated to a governmental entity.

(c) Maintaining, repairing and replacing any public transportation parking areas and/or bus stops located on the Property.

(d) Lighting of roads, sidewalks, walking paths, bike trails, parking lots and any recreational and community facilities located within the Common Areas.

(e) Security, including, but not limited to the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within Silver Creek, and assistance in the apprehension and prosecution of persons who violate the laws of the United States, State of Washington, Pierce County or any other governmental entity within the Property.

(f) Maintaining any stream corridors nor otherwise dedicated to a governmental entity.

(g) Conducting instructional, recreational, sports, crafts, social and cultural programs of interest to Owners, their families, tenants and guests.

(h) Constructing improvements in the Common Areas for use for any of the purposes authorized in this Section 7.4 or as may be reasonably required to provide any of the services authorized in this Section 7.4, except as limited by the terms of the master plan, plat or other governmental approvals for Silver Creek.

(i) Providing administrative services, including, but not limited to legal, accounting and financial and communication services, including, but not limited to, community newsletters to inform Owners of activities, notices of meetings, referenda and other issues and events of interest in the Silver Creek community.

(j) Providing appropriate liability and casualty insurance covering improvements and activities in the Common Areas.

(k) Providing any necessary utility services not otherwise provided by a public body, private utility or Declarant.

(l) Maintaining, repairing and replacing cluster mailboxes, support structures, signage, monuments and other standard features for use throughout Silver Creek.

(m) Maintaining and operating one or more community center facilities for use by Owners, their tenants and guests for meetings, community activities and other similar purposes.

(n) Providing any and all other services which the Association shall deem appropriate and consistent with this Declaration and the Governing Documents.

Section 7.5 Description of Native Growth Protection Areas. Native Growth Protection Areas may include, but are not limited to, portions of Lots on the perimeter of Silver Creek, certain Common Areas that have as one of their major functions the natural retention and transmission of storm water drainage, portions of the Common Areas intended for passive recreational use by

retaining them in their native state and major hydrological features of Silver Creek, such as lakes and certain valuable bogs and wetlands, if any; provided, however, that no area shall be deemed to be a Native Growth Protection Area unless it is so designated on the face of a plat or other recorded instrument creating a Phase.

Section 7.6 Prohibitions Within Native Growth Protection Areas. Within the boundaries of Native Growth Protection Areas, no tree or significant ground cover shall be cut, removed or destroyed, except as specifically provided herein, but such areas shall instead be kept and maintained as much as possible in their native, undeveloped state. No structure, stairway, deck, patio, building or other improvement (a "Development"), shall be constructed within a Native Growth Protection Area except for the following specified Developments, which shall be constructed only by Declarant or the Association:

7.6.1 Recreational areas, streets and other vehicular access ways, pedestrian, equestrian and bicycle paths and other walks, driveways and utility service paths, if shown on a final plat or other recorded map or plan creating a Phase;

7.6.2 Docks, piers, moorages or observation structures located on, in or adjacent to any lake in Silver Creek, and an observation structure, if located on, in or adjacent to any marsh in Silver Creek;

7.6.3 Utility transmission lines, including sanitary sewer, water, natural gas, telephone, cable television or other utility lines, together with facilities and appurtenances related thereto; and

7.6.4 Storm water retention/detention ponds or basins, storm water drainage lines and all other elements, appurtenances and facilities of the storm water drainage system.

Section 7.7 Pruning and Vegetation Removal in Native Growth Protection Area. Pruning of trees for view maintenance or solar access within a Native Growth Protection Area located on an Owner's Lot shall be permitted only upon prior written approval of the Association. Such approval shall be granted only after the Association has determined that the proposed pruning will not endanger soil stability, will not defeat the intent or purposes meant to be served by the establishment of Native Growth Protection Areas and will not adversely affect the tree or trees to be pruned. The Association shall require that any such pruning be done in a competent and workmanlike manner, and the Association may require that such pruning be done by a professional gardening service or licensed tree surgeon. Trees and significant ground cover within a Native Growth Protection Area located on a Lot may be removed by the Owner of such Lot if such action is necessary to remove a clear and present danger to life or property, and dead, dying or diseased trees and ground cover, or trees and ground cover which present a fire hazard, may also be removed; provided, however, that prior written approval of the Association shall be obtained before any such removal. Trees and significant ground cover within Native Growth Protection Areas located in Common Areas may be pruned, cut or removed only by the Association and only after prior written approval of such action by the Association. Pruning, cutting or removal of trees or

significant ground cover within Native Growth Protection Areas in Common Areas shall be subject to the same conditions and restrictions on such actions as imposed above for such actions within Native Growth Protection Areas on Lots.

ARTICLE 8 INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 8.1 Insurance Coverage. The Association shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington required to provide:

8.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Association shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

8.1.2 Commercial or comprehensive general liability insurance insuring the Association, the Owners, Declarant and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees or tenants, incident to the ownership or use of the Common Areas.

8.1.3 Worker's compensation insurance to the extent required by applicable laws.

8.1.4 Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers and employees of any of them, and all others who are responsible for handling Association funds, in an amount equal to three months' general assessments on all Lots and Living Units, including reserves.

8.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Association deems advisable.

8.1.6 Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage corporation, Federal Housing Authority or Veterans Administration.

Section 8.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee which shall segregate such proceeds from other funds of the Association.

Section 8.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages or other proceeds therefrom, shall be payable to the Association.

ARTICLE 9 ENFORCEMENT

Section 9.1 Right to Enforce. The Association, Declarant or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 9.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of Silver Creek, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any Lot or Living Unit and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein; provided, however, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease or sublease.

ARTICLE 10 AMENDMENT AND REVOCATION

Section 10.1 Amendment by Declarant or Association. During the Development Period Declarant may unilaterally amend this Declaration on its sole signature. This Declaration may also

be amended by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners (except Declarant) having seventy five percent (75%) of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of fifty one percent (51%) of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's By-Laws of any of the following: voting rights; assessments, assessment liens and subordination of such liens; reserves for maintenance, repair and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; the boundaries of any Lot; reallocation of interest in the Common Areas, or rights to their use; convertibility of Lots into Common Areas or of Common Areas into Lots; leasing of Lots or Living Units other than as set forth herein; imposition of any restriction on the right of an Owner to sell or transfer his Lot or Living Unit; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of Silver Creek development after substantial destruction or condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 10.2 Effective Date. Amendments shall take effect only upon recording with Pierce County or any successor recording office.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Taxes. Each Owner shall pay without abatement, deduction or offset, all real and personal property taxes, general and special assessments, including local improvement assessments and other charges of every description, levied on or assessed against his Lot or Living Unit and on personal property located on or in the Lot or Living Unit. The Association shall likewise pay without abatement, deduction or offset, all of the foregoing taxes, assessments and charges levied or assessed against the Common Areas.

Section 11.2 Transfer of Certain Utilities, Utility Repair Easement. Declarant, and the Association, after conveyance thereto, may transfer and convey any sewer, water, storm drainage, or other general utility in Silver Creek to a public body for ownership and maintenance, together with any necessary easements relating thereto, and each Lot and Living Unit shall become burdened thereby.

Section 11.3 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenants, condition or restriction.

Section 11.4 Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports and all attorneys' fees that the prevailing party has incurred in connection with the suite or action, in

such amounts as the court may deem to be reasonable therein, and also including all costs, expenses and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 11.5 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot or Living Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 11.6 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The singular includes the plural whenever the context so requires.

Section 11.7 Severability. Invalidity of any one of these covenants, conditions, restrictions, easements or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 11.8 Notices. All notices, demands or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered U.S. mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressees. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot or Living Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from either the Declarant, the Association or the Architectural Control Committee under this Declaration, none of Declarant, the Association or the Architectural Control Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent or approval, whether given, granted, withheld or denied.

Section 11.10 Use of Name "Silver Creek". Declarant hereby reserves the right to use the name "Silver Creek" and related names in connection with Declarant's sales and development

activities for Silver Creek, and the name "Silver Creek" may be used freely by Declarant to refer to other nearby properties not subject to this Declaration.

Section 11.11 Computation of Time. The word "day" means "calendar day" herein, and the computation of time under this Declaration shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

Section 11.12 Applicable Law. This Declaration shall be construed in all respects in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

RAINIER VISTA L.L.C., a Delaware
limited liability company

By Balfour Holdings, Inc., a Nevada corporation,
Its Manager

By *[Signature]*
Its EXEC. VICE PRESIDENT

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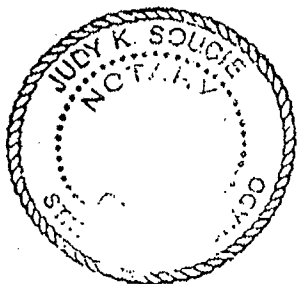
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STATE OF Colorado)
COUNTY OF Wapahaw) ss.

On this 5 day of December, 1996, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn personally appeared James M. Rutkowski Executive Vice President, known to me to be the Manager of RAINIER VISTA L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Signature

Judy K. Soucie

Print Name

JUDY K. SOUCIE

NOTARY PUBLIC in and for the State of

Colorado, residing at 7000 E. Belknap, Greenwood Village, CO

My commission expires 4/5/1999

EXHIBIT C

**BYLAWS OF THE
SILVER CREEK HOME OWNERS ASSOCIATION
(Amended and Restated as of August 2, 2012)**

ARTICLE I - DEFINITIONS

As used in these Bylaws, the following definitions shall apply

1.1 Association. The term "Association" shall mean the SILVER CREEK HOME OWNERS ASSOCIATION, a not for profit corporation formed under Revised Code of Washington Chapter 24.03 (the "Act"), and its successors and assigns.

1.2 Declaration. The term "Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek recorded on December 12, 1996 under Pierce County Recorder's No. 961212005. As well as any supplementary declarations recorded against the Plat; including but not limited to: 9612120006, 200505120308, 200304301487, 9903310233, 9612120007, 9911240709, 9912100688, and 200603160780.

1.3 Other Terms. Unless the context requires otherwise, the definitions in Article I of these Declarations, as amended from time to time, shall otherwise apply.

ARTICLE 2- APPLICATION OF BYLAWS

These Bylaws, and such rules and regulations as may be established from time to time by the Association for the use and operation of the Property (the "Rules and Regulations"), shall apply to all present or future members of the Association, Owners or others having a full or partial legal or equitable interest in a Lot or Living Unit, mortgagees, lessees, tenants, licensees and occupants of Lots or Living Units and their guests and employees, and any other persons using the Property and common areas and facilities thereof.

ARTICLE 3 - PURPOSE - POWERS

3.1 Purpose. The purpose of the Association is to administer the Property pursuant to the applicable provisions of the State Statutes governing homeowner associations, the Declaration, these Bylaws, the Association's Articles of Incorporation (the "Articles") and the Rules and Regulations.

3.2 Powers. The Association shall have the powers enumerated in the State Statutes and in the Declaration.

ARTICLE 4- MEMBERSHIP - VOTING - REGISTRATION MATTERS

4.1 Membership. Each Owner shall automatically become a member of the Association upon acquisition of an ownership interest of a Lot or Living Unit and shall be entitled to participate personally or through a designated representative, as provided in the Declaration and these Bylaws.

4.2 Voting. Votes shall be exercised by the Owners on the following basis: Every Owner of a Lot shall be entitled to cast four (4) votes in the Association for each Lot owned.

4.3 Voting by mail (Ballots and Proxy Ballots). In order to protect members' rights, and to assure that all members who wish to vote are able to express their own voice; Voting shall be by mail with respect to any particular election of the Board and with respect to adoption of any proposed amendment to the Declaration or Bylaws, and with respect to any other matter for which approval by the Owners is required by the Declaration or Bylaws, in accordance with the following procedure:

(a) Election of directors: the existing directors shall solicit nominees through an announcement on the official website of Silver Creek at least sixty (60) days before the voting ballots will be mailed. They will then advise the Secretary (or the management company on the secretary's behalf) in writing of the names of nominees for all open seats to be filled, and of a date not less than thirty (30) days after such advice is given by which all votes are to be received. The Secretary, (or the management company on the secretary's behalf) within fifteen (15) days after such advice is given, shall give written notice to all Owners of the number of directors to be elected and of the names of the nominees. The notice shall state that any such Owner may nominate an additional candidate or candidates, not to exceed the number of directors to be elected, by notice in writing to Secretary (or the management company on the secretary's behalf) at the address specified in the notice, to be received on or before a specified date not less than fifteen (15) days from the date the notice is given by the Secretary (or the management company on the secretary's behalf). Within fifteen (15) days after the specified date, the Secretary (or the management company on the secretary's behalf) shall give written notice and/or ballots to all Owners stating the number of directors to be elected, the names of all persons nominated by the Board, the names of persons nominated by members and the date (not less than 30 days after mailing) by which votes of the Owners must be received by the official Election Auditor (as selected by the Board of Directors) at the address of the selected Auditor; by postal mail or drop box located at the selected Auditor's office (if Auditor is able to make this drop box option available). Votes received after that date will not be counted. Provided that a quorum of ballots is met the same as in the case of a meeting (defined in section 5.7 of these By-Laws - 10% or more of the total eligible votes in the association) by the deadline, all persons elected as directors pursuant to the election by mail shall take office effective on the date specified in the notice for the receipt of votes (usually the date of the next scheduled board meeting).

(b) In the case of a vote relating to any other matter, the Secretary (or the management company on the secretary's behalf) shall give written notice and/or ballots to all Owners, which shall include a proposed written resolution setting forth a description of the proposed action and shall state that the Owners are entitled to vote by mail for or against the proposal by delivering the vote on or before a specified date, not less than 20 days after the notice, to the address of the management company by either postal mail or drop box located at the management company. Votes received after that date will not be counted. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, so long as the number of votes received shall constitute a quorum (defined in section 5.7 of these

By-Laws - 10% or more of the total eligible votes in the association) unless a greater or lesser voting requirement is established by the Declaration or Bylaws for the matter in question.

(c) Delivery of a vote in writing to the specified address shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

(d) The Ballot – Official Silver Creek Ballots shall be sent to all Owners in the same manner as notice of meetings, with specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. Within Ten (10) days after the ballots have been counted, each Owner shall be notified by mail or other delivery such as announcement on the official website of Silver Creek. (Notice of the results of the ballot or that a quorum of ballots was not returned). The Written Ballot (proxy ballot) takes the place of forms previously called Proxies. These ballots or an outside sealing envelope shall include identifying information and signatures of the Owner entitled to vote.

4.4 Registration of Members and Mortgagees. The Board of Directors shall maintain a register containing the names and addresses of the Owners, their designated representatives and the holders or assignees of any voting rights or proxies that have been filed with the Association.

4.5 Evidence of Ownership. Any person becoming an Owner of a Lot or Living Unit, or acquiring an interest therein entitling that person to exercise voting rights as, or on behalf of, a member of the Association, shall not be entitled to exercise such voting rights until such person shall either show as the owner on the records of the Pierce County Auditor as listed on their website or furnish to the Secretary of the Association (or the management company on the secretary's behalf) a copy of a recorded deed or other instrument vesting that person with title to the Lot or Living Unit or with the voting rights pertaining thereto, which instrument shall remain in the files of the Association.

4.6 Registration of Mailing Address. Multiple Owners of a Lot or Living Unit shall designate a single mailing address to be used by the Association for mailing of statements, notices, demands and other communications; and such address shall be the only mailing address of the persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, to be used by the Association. Such address shall be registered by such Owners with the Secretary of the Association within thirty (30) days after receipt of title or interest in a Lot or Living Unit. Such registration shall be in written form and signed by the Owner of the Lot or Living Unit or by such persons as are authorized by law to represent the interests of all of the Owners thereof. If no such address is registered, or if all of the Owners cannot agree, then the address of the Lot or Living Unit itself shall be the registered address until the registered address is furnished under this section. Registered addresses may be changed from time to time by similar designation.

ARTICLE 5- MEETINGS OF MEMBERS OF THE ASSOCIATION

5.1 Meeting Place. All meetings of the members shall be held at such reasonable place within the State of Washington, as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.

5.2 Annual Meeting Time. The annual meeting of the members shall be held during the last quarter of each year on such date and at such time and place as shall be determined by the board of directors to be best for the community.

5.3 Special Meeting. Special meetings of the members for any purpose may be called at any time by the President, Board of Directors or upon the written request of Owner(s) holding at least five percent (5%) of the Association's votes (note: as stated in the declaration, any member whose voting rights are suspended will not be counted toward the requirement).

5.4 Order of Business.

At the meetings of members, the order of business shall be as follows

- (a) Roll call of board and announcement of presence of quorum (or lack thereof).
- (b) Proof of notice of meeting (or filing of waiver).
- (c) Reading of minutes of last meeting.
- (d) Reports of officers
- (e) Reports of committees.
- (f) Board of Directors Election Results from mail in ballots (annual meeting).
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

5.5 Notice. Notice of the time and place of the annual or special meeting of members shall be given to each member by delivering personally or by mailing a written notice of the same, at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting. If the meeting is a special meeting of the members, the notice shall also state the purpose or purposes for which the meeting is called.

5.6 Voting List. At least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, shall be made, arranged in alphabetical order, with the address of each. This list shall be kept on file with the Secretary of the Association (or the management company on the secretary's behalf), for a period of ten (10) days prior to such meeting. The list shall be kept open at the time and place of such meeting for inspection by any member.

5.7 Quorum. The quorum of Owners at any annual or special meeting of the Association shall be the presence, in person or by proxy, of persons holding at least ten percent (10%) or more of the total eligible votes in the association, unless otherwise expressly provided herein. If a quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes present at the meeting, except as otherwise expressly provided in the Declaration or these Bylaws.

5.8 Waiver of Notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of any notice required to be given any members, signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice.

5.9 Action by Members Without a Meeting. Any action required or which may be taken at a meeting of members may be taken if consent in writing, setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members.

5.10 Action of Members by Communications Equipment. Members may participate in a meeting of members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE 6- THE BOARD OF DIRECTORS

6.1 Number and Powers. The Association shall be administered and managed by the Board of Directors consisting of five (5) directors elected by the members. To promote fair representation of all Silver creek neighborhoods, no more than one (1) member from any one Silver Creek neighborhood (defined at this writing as Ashford, Brookfield, Country Hollow, Grayhawk, Highlands, Hillsboro, Premier, Sterling Ridge, Southridge) may serve on the board at the same time. The term of office will be for three (3) years and the directors are to be a member in good standing in the association – owe no monies and have no outstanding violations against them. In addition to the powers and authority expressly conferred upon it by these Bylaws and the Declaration, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by State Statute or by the Declaration or by these Bylaws directed or required to be exercised or done by the members.

6.2 Changing of Number. The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. In no event shall the number of directors be decreased to less than three (3) directors.

6.3 Vacancies. All vacancies in the Board of Directors, whether caused by resignation, death or otherwise, may be filled by the above described voting process. In the event the process is not legally called within twenty (20) days after written or website electronic notice of a vacancy is given to the members, the vacancy may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of his predecessor or until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the members.

6.4 Removal of Directors. Any director may be removed with or without cause by a majority of the members at a special meeting of the Association called for such purpose.

6.5 Regular Meeting Regular meetings of the Board of Directors may be held at such place or places within the State of Washington as the Board of Directors may from time to time designate and post on the web site and/or community calendar. The Board of directors shall hold a minimum of one (1) meeting per year.

6.6 Special Meeting, Special meetings of the Board of Directors may be called at any time by the President, or in his absence, by any director, or by request of majority of the board; to be held at such reasonable place within the State of Washington, as the persons calling the meeting may designate.

6.7 Notice. Notice of the time and place of all special meetings of the Board of Directors shall be given to each director by delivering personally or by email or by mailing a written notice of the same, at least three (3) days prior to the meeting. Such notice shall state the purpose or purposes for which the special meeting is called.

6.8 Quorum. A majority of the Board of Directors currently holding seats (vacant seats are not counted) shall constitute a quorum. The Board of Directors shall act by majority vote of those present at its meetings where a quorum exists.

6.9 Waiver of Notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

6.10 Registering Dissent. A director who is present at a meeting of the Board of Directors at which action on a matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association (or the management company on the secretary's behalf) immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

6.11 Executive and Other Committees. Standing or temporary committees may be appointed by the Board of Directors from time to time and the Board of Directors may from time to time invest such committees with such reasonable powers as it may see fit, subject to such conditions as may be prescribed by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Association. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

6.12 Compensation. Directors shall not be paid compensation for their services, provided that nothing herein contained shall be construed to preclude any director from serving the Association

in any other capacity and receiving reasonable compensation for services rendered in such other capacity.

6.13 Action by Directors Without a Meeting. Any action required or which may be taken at a meeting of the directors, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

6.14 Action of Directors by Communications Equipment. Any action required or which may be taken at a meeting of directors, or of a committee thereof, may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE 7- OFFICERS

7.1 Designations. The officers of the Association shall be a President, a Secretary, and a Treasurer, who shall be appointed or elected by the Board of Directors. The Board may also from time to time appoint or elect a Vice-President, an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The officers shall be appointed or elected for a term of one (1) year by the directors at their first meeting after the annual meeting of members, and shall hold office until their successors are elected and qualified. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The Board shall have the power to declare the office of a member of the Board of Directors vacant in the event such member shall be absent (without excuse granted by the President or in his stead, the next ranking officer) for three (3) consecutive regular meetings of the board.

7.2 The President. The President shall preside at all meetings of members and directors; shall have general supervision of the affairs of the Association; and shall perform all such other duties as are incident to the office or are properly required by the Board of Directors. The President shall also have the power to declare the office of a member of the Board of Directors vacant in the event such member shall be absent (without excuse granted by the President or in his stead, the next ranking officer) for three (3) consecutive regular meetings of the board.

7.3 Vice-President. During the absence or disability of the President, the Vice- President, if any, shall exercise all the functions of the President. The Vice-President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the Board of Directors.

7.4 Secretary and Assistant Secretary. The Secretary shall, issue notices for all meetings, except for notices for special meetings of the members and special meetings of the directors which are called by the requisite number of members or directors, shall keep minutes of all meetings, shall have charge of the corporate books, and shall make such reports and perform such other duties as

are incident to that office, or are properly required of him or her by the Board of Directors. The Assistant Secretary, if any, shall perform all of the duties of the Secretary during the absence or disability of the Secretary, and at other times may perform such duties as are directed by the President or the Board of Directors. (The management company on the secretary's behalf may be assigned or may assume any of the duties in this job description as per its contract with the HOA)

7.5 The Treasurer and Assistant Treasurer. The Treasurer shall have the custody of all monies and securities of the Association and shall keep regular books of account. The Treasurer shall disburse the funds of the Association in payment of the just demands against the Association or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors from time to time as may be required, an account of all his or her transactions as Treasurer and of the financial condition of the Association. The Treasurer shall perform such other duties incident to that office or that are properly required of him by the Board of Directors. The Assistant Treasurer, if any, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer and at other times may perform such other duties as are directed by the President or the Board of Directors. (The management company on the Treasurer's behalf may be assigned or may assume any of the duties in this job description as per its contract with the HOA)

7.6 Delegation. In the case of absence or inability to act of any officer of the Association and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any director or other person whom it may select.

7.7 Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.

7.8 Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

7.10 Term/Removal. The officers of the Association, shall hold office until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

7.11 Bonds. The Board of Directors may, by resolution, require any and all of the officers to give bonds to the Association, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8 COMMON EXPENSES AND ASSESSMENTS

8.1 Common Expense. Common expenses include the expenses incurred by the Association in the operation, management, maintenance and administration of the Property pursuant to the provisions of the Declaration or these Bylaws.

8.2 Estimate of Expense. Within ninety 90 days prior to the beginning of each calendar year, or such other fiscal year as the Board of Directors may adopt, the Board of Directors shall estimate the common expenses which it anticipates will be incurred during the forthcoming year, and determine the annual assessments and any special assessments to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations and repair, replacement and acquisition of common areas and facilities; and shall take into account any expected income and any surplus available from the prior year's operations. The determination and collection of assessments for any initial partial year of operation of the Property may be made by the Board of Directors at any time within ninety (90) days after the commencement of such partial year. The Board of Directors may also from time to time impose such special assessments as may be determined by the Board of Directors, subject to the restrictions in the Declaration or these Bylaws. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner assessment), the Board of Directors may at any time levy a further assessment, which shall be assessed to the Owners. The annual budget and proposed assessments determined by the Board of Directors shall be voted on by mail ballots similar to election of directors and may be reviewed and revised by the Owners at the annual meeting of the Association if a quorum is present or at any special meeting called for such purpose, but if not so reviewed or revised shall be deemed approved.

8.3 Payment. Each Owner shall pay assessments made pursuant to this Article 8 to the Association. Payment of assessment is due in January with the option of paying one half in January and the balance in June, or in such other reasonable manner as the Board of Directors shall designate, and any unpaid assessments shall bear interest at a rate established by the Board of Directors but in no event at a rate in excess of the maximum rate then permitted in the State of Washington. The Board of Directors (or the management company on its behalf) shall be entitled to waive all or any part of such late charges and interest in the exercise of its discretion.

8.4 Waiver. The failure by the Board of Directors or the Association before the expiration of any calendar year to fix the estimate and assessments hereunder for the forthcoming year shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or a release of the Owner from the obligation to pay the assessment or any installment thereof, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.5 Depositories. The monies of the Association shall be deposited in the name of the Association in such bank or banks, trust company or trust companies or other financial institution as the Board of Directors shall designate, and shall be drawn out only in such manner as may be determined by resolution of the Board of Directors. Without limiting the foregoing generality, the Board of Directors may elect to deposit the funds of the Association in a ready asset fund, certificate of deposit or other form of investment which provides a higher yield than a savings account or trust

company account. The account or other investments selected by the Board of Directors is to be federally insured.

8.6 Use of Funds. All funds collected hereunder shall be expended for the purposes designated in or permitted by the Declaration or these Bylaws.

8.7 Assessment. All assessments shall be assessed to Owners on the basis provided for in the Declaration and any amendments thereof.

8.8 Books and Records. The Board of Directors shall cause to be kept complete and accurate books and records of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred, together with any additional information which from time to time may be determined by the Board of Directors. Such books and records and the vouchers authorizing payments shall be available for examination by the Owners, their mortgagees, agents or attorneys at any reasonable time or times. Any audit requested by any Owner, mortgagee agent or attorney shall be provided only if approved by the Board and fully paid for by the person requesting it.

ARTICLE 9- INSURANCE

9.1 Declaration. The Board of Directors shall obtain and maintain at all times the insurance coverage specified in the Declaration and such other insurance and with such coverage limits as may be approved by the Board of Directors.

9.2 Fidelity Bonds. The Board of Directors shall obtain and maintain at all times Fidelity bonds naming any person or entity handling funds of the Association, including employees or any manager or other agent of the Association, and such other persons as may be designated by the Board, as principals and the members as obliges, in an amount determined by the Board of Directors.

9.3 Indemnification. The Board of Directors may elect to obtain insurance coverage, in such amounts as the Board of Directors may in its discretion determine to indemnify the directors, officers and agents of the Association.

9.4 D&O coverage. The HOA/Board shall also secure coverage for Directors and Officers of the association in amounts that will provide adequate protection for the Directors and Officers.

ARTICLE 10- MORTGAGEE PROTECTION

The institutional holder of a first mortgage on a Lot or Living Unit shall be entitled to the following rights and privileges:

10.1 Voting. In the event an Owner shall have pledged his vote to a first mortgagee, to cast the vote pursuant to the authority given under the terms of the pledge involved.

10.2 Notice. The first Mortgagee has the right (at its request) to receive written notice at the address designated by the first mortgagee of:

- (a) all annual or specific meetings of the Association and be permitted to designate a representative to attend such meetings;
- (b) any default by the Owner in the performance of any obligations under this Declaration, the Bylaws or the Act which is not cured within thirty (30) days; and
- (c) all other matters to which the Owner is entitled to written notice under the terms of this Declaration, the Bylaws, the Act or other applicable laws, ordinances or administrative rules and regulations.

The foregoing notices shall be given to the first mortgagee at the same time or times that comparable notices are to be given to the Owner. The failure of the Association, or its officers, directors or agents, to furnish the foregoing notices shall not result in any liability to the first mortgagee unless such failure is willful or due to gross negligence.

10.3 Insurance. To be given the endorsements of insurance policies and the notices, and to exercise all other rights and privileges with respect to insurance matters, which are specified in the Bylaws for the benefit of mortgagees.

ARTICLE 11 - NOTICES

Except as may otherwise be required by law or be specifically provided otherwise in the Declaration or these Bylaws, any notice to any member, officer or director shall be delivered either personally or by mail as provided in Section 11.8 of the Declaration. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to the President or Secretary of the Board of Directors or to the management company.

ARTICLE 12 - INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

1) As used in this Article:

- (a) "Director" means any person who is or was a director of the Association,
- (b) "Association" includes any domestic or foreign predecessor entity of the Association in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of such transaction.
- (c) "Expenses" include attorneys' fees.
- (d) "Liability" means the obligation to pay a judgment, settlement, fine or reasonable expenses incurred with respect to a proceeding.
- (e) when used with respect to a person other than a director as contemplated in subsection (9) of this Article, the elective or appointive office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the

Association, but in each case does not include service for any other foreign or domestic Association or any partnership, joint venture,, trust, other enterprise, or employee benefit plan.

(f) "Party" includes a person who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

2) The Association shall indemnify any person made a party to any proceeding (other than a proceeding referred to in subsection (3) of this Article) by reason of the fact that he is or was a director against liabilities actually incurred by him in connection with such proceeding if:

(a) he conducted himself in good faith and (i) in the case of conduct in his own official capacity with the Association, he reasonably believed his conduct to be in the Association's best interest or (ii) in all other cases, he reasonably believed his conduct to be at least not opposed to the Association's best interests; and

(b) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in this subsection.

3) The Association shall indemnify any person made a party to any proceeding by or in the right of the Association by reason of the fact that he is or was a director against reasonable expenses actually incurred by him in connection with such proceeding if he conducted himself in good faith, and:

(a) in the case of conduct in his official capacity with the Association, he reasonably believed his conduct to be in its best interests; or

(b) in all other cases, he reasonably believed his conduct to be at least not opposed to its best interests; provided that no indemnification shall be made pursuant to this subsection in respect of any proceeding in which such person shall have been adjudged to be liable to the Association.

4) A director shall not be indemnified under subsection (2) or (3) of this Article in respect of any proceeding whether or not involving action in his official capacity, in which he shall have been adjudged to be liable on the basis that he received a benefit in money, property or services to which he was not legally entitled.

5) Unless otherwise limited by the Articles of Incorporation, a director who has been wholly successful, on the merits or otherwise, in the defense of any proceeding referred to in subsection (2) or (3) of this Article shall be indemnified against reasonable expenses incurred by him in connection with the proceeding.

6) No indemnification under subsection (2) or (3) of this Article shall be made by the Association unless authorized in the specific case after a determination that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in the applicable subsection. Such determination shall be made:

(a) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to such proceeding; or

(b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board, duly designated to act in the matter by a majority vote of the full Board (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to such proceeding; or

(c) in a written opinion by legal counsel, other than an attorney or a firm having associated with it an attorney who has been retained by or who has performed services within the past three (3) years for the Association or any party to be indemnified, selected by the Board of Directors or a committee thereof by vote as set forth in (a) or (b) of this subsection, or if the requisite quorum of the full Board cannot be obtained therefore and such committee cannot be established, by a majority vote of the full Board (in which selection directors who are parties may participate).

Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by such legal counsel, authorization of indemnification and determination as to reasonableness of expenses shall be made in a manner specified in (c) of this subsection for the selection of such counsel.

7) Reasonable expenses incurred by a director who is party to a proceeding may be paid or reimbursed by the Association in advance of the final disposition of such proceeding:

(a) upon receipt by the Association of a written undertaking by or on behalf of the director to repay such amount if it shall ultimately be determined that the director has not met the standard of conduct necessary for indemnification by the Association as authorized by this Article; and:

(b) upon receipt by the Association of:

(i) a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association as authorized in this Article; and

(ii) a written undertaking by or on behalf of the director to repay such amount if it shall ultimately be determined that he has not met such standard of conduct.

The undertaking required by (a) of this subsection shall be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to financial ability to make the repayment. Payments under this subsection may be authorized in the manner specified in subsection (6) of this Article.

8) The Association shall have power to make or agree to any further indemnity, including advance of expenses, to any director that is authorized by the Articles of Incorporation, these Bylaws or any bylaw adopted or ratified by the shareholders, or any resolution adopted or ratified, before or after the event, by the members, provided that no such indemnity shall indemnify any director from or on account of acts or omissions of such director finally adjudged to be intentional misconduct or a knowing violation of law, or from or on account of conduct of such director finally adjudged to be in violation of RCW 23.B.08.3 10, or from or on account of any transaction with respect to which it was finally adjudged that such director personally received a benefit in money, property, or services to which the director was not legally entitled. Unless the Articles of Incorporation, or any such bylaw or resolution provide otherwise, any determination as to any further indemnity shall be made in accordance with subsection (6) of this Article. Each such indemnity may continue as to a person who has ceased to be a director and may inure to the benefit of the heirs, executors, and administrators of such a person.

9) Unless otherwise limited by the Articles of Incorporation,

(a) the Association shall provide indemnification, including advances of expenses, to an officer, employee, or agent of the Association to the same extent that it may indemnify directors pursuant to this Article except that subsection (12) of this Article shall not apply to any person other than a director; and

(b) the Association, in addition, shall have the power to indemnify an officer who is not a director, as well as employees and agents of the Association who are not directors, to such further extent, consistent with law, as may be provided by the Articles of Incorporation, these Bylaws, general or specific action of the Board of Directors, or contract. (10) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association or is or was serving at the request of the Association as an officer, employee or agent of another Association, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10) Any indemnification of a director in accordance with this Article, including any payment or reimbursement of expenses, shall be reported to the members with the notice of the next members meeting or prior thereto in a written report containing a brief description of the proceedings involving the director being indemnified and the nature and extent of such indemnification.

ARTICLE 13 - RULES AND REGULATIONS

The Board of Directors may from time to time adopt such rules and regulations as may be necessary or advisable to insure compliance with or to supplement the covenants, conditions and restrictions set forth in the Declaration, or as may reasonably be required for the use, occupancy and maintenance of the Property, and common areas and facilities. When so adopted, such rules

and regulations shall be binding upon all Owners and occupants of the Property. The Board of Directors may from time to time amend any such rules and regulations. Except to the extent already set forth in the Declaration, such rules and regulations shall be stated in writing and shall be made available to each Lot Owner, tenant, mortgagee or other party having a legitimate interest therein, upon request to the Secretary of the Association (or the management company on the secretary's behalf).

ARTICLE 14- AMENDMENTS

In addition to any amendment of these Bylaws authorized by the terms of the Declaration or the Articles of Incorporation, these Bylaws may be altered, amended or repealed by an affirmative vote of seventy five percent (75%) of the members by written ballot or at a meeting of the Association duly called for that purpose and, to the extent that the amendment affects any of the following matters, the consent of fifty one percent (51%) of First Mortgagees, including Federal Mortgage Agencies: voting rights, assessment liens and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; the boundaries of any Lot except minor Lot line adjustments; reallocation of interests in the Common Areas; convertibility of Lots or Living Units into Common Areas or of Common Areas into Lots or Living Units; imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot or Living Unit; a decision by the Association to establish self-management when professional management had been required previously by first Mortgagee; and any action to terminate the legal status of the Silver Creek development after substantial destruction or condemnation occurs.

ARTICLE 15 - CONFLICT WITH DECLARATION OR LAW - INTERPRETATION

These Bylaws are intended to comply with and supplement the Declaration and Articles; if any of these Bylaws conflict with the provisions of the Declaration, the provisions of the Declaration will control. The provisions of these Bylaws shall be liberally construed to effectuate their purposes to create a uniform plan for management and operation.

Amended and Restated by the Association as of the 2nd day of August, 2012

EXHIBIT D

COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 1 OF 10

A PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT EE OF COUNTRY HOLLOW DIVISION I PHASE I AS SHOWN ON THE PLAT THEREOF RECORDED UNDER AUDITOR'S RECORDING NUMBER 200304305011, AND THE POINT OF BEGINNING. THENCE ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING COURSE:

SOUTH 43°35'22" EAST 108.75 FEET TO A POINT ON NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 49°35'22" WEST; THENCE NORTHEASTERLY AND CLOCKWISE ALONG SAID CURVE 27.00 FEET THROUGH A CENTRAL ANGLE OF 04°07'31"; THENCE SOUTH 38°27'51" EAST 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 38°27'51" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE 172.75 FEET THROUGH A CENTRAL ANGLE OF 30°27'19"; THENCE SOUTH 87°54'32" EAST 214.72 FEET; THENCE SOUTH 04°40'10" WEST 100.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 04°40'10" EAST; THENCE EASTERLY ALONG SAID CURVE 108.84 FEET THROUGH A CENTRAL ANGLE OF 13°36'12"; THENCE NORTH 15°52'28" EAST 102.03 FEET; THENCE SOUTH 68°33'20" EAST 98.01 FEET; THENCE SOUTH 58°52'41" EAST 171.27 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF COUNTRY HOLLOW DIVISION I PHASE I AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AUDITOR'S RECORDING NUMBER 200304305011, ALSO SAID POINT BEING THE NORTHERLY CORNER OF LOT 10 OF COUNTRY HOLLOW DIVISION I PHASE II AS SHOWN ON THE PLAT THEREOF RECORDED UNDER AUDITOR'S RECORDING NUMBER 200307175018; THENCE CONTINUING SOUTH 58°52'41" EAST ALONG THE BOUNDARY OF SAID PHASE II, 670.00 FEET; THENCE SOUTH 29°28'34" WEST 107.70 FEET; THENCE SOUTH 38°17'45" EAST 170.00 FEET; THENCE NORTH 68°50'41" WEST 78.08 FEET; THENCE NORTH 89°27'57" WEST 100.00 FEET; THENCE NORTH 41°42'15" EAST 396.55 FEET; THENCE NORTH 00°32'03" EAST 354.95 FEET; THENCE NORTH 00°32'03" EAST 39.55 FEET; THENCE NORTH 89°27'57" WEST 103.16 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 281.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 80°51'48" EAST; THENCE NORTHERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°27'13" FOR A DISTANCE OF 7.13 FEET; THENCE NORTH 82°19'01" WEST 36.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 82°19'01" WEST 102.14 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'20" FOR A DISTANCE OF 39.80 FEET; THENCE NORTH 89°27'57" WEST 118.37 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 281.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 89°27'57" WEST 118.37 FEET; THENCE NORTHERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'01" FOR A DISTANCE OF 3.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'53" FOR A DISTANCE OF 25.41 FEET; THENCE NORTH 38°15'58" WEST 50.00 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 400.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 38°15'58" EAST; THENCE SOUTHWESTERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'30" FOR A DISTANCE OF 29.73 FEET; THENCE NORTH 34°00'28" WEST 102.14 FEET; THENCE NORTH 57°21'41" EAST 20.38 FEET; THENCE NORTH 43°49'31" WEST 102.14 FEET; THENCE NORTH 35°55'35" EAST 83.10 FEET; THENCE NORTH 37°32'08" EAST 32.24 FEET; THENCE NORTH 38°58'28" WEST 108.15 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 38°58'28" WEST; THENCE EASTERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°24'56" FOR A DISTANCE OF 53.41 FEET; THENCE NORTH 30°31'32" WEST 163.06 FEET; THENCE NORTH 50°00'09" EAST 8.98 FEET; THENCE NORTH 71°08'31" EAST 127.61 FEET; THENCE NORTH 38°46'31" WEST 81.77 FEET; THENCE NORTH 61°13'29" EAST 140.00 FEET; THENCE NORTH 38°46'31" WEST 12.91 FEET; THENCE NORTH 51°32'28" EAST 80.28 FEET; THENCE NORTH 38°46'31" WEST 102.39 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 370.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 32°15'53" EAST; THENCE EASTERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°05'14" FOR A DISTANCE OF 26.39 FEET; THENCE NORTH 36°21'07" WEST 40.00 FEET; THENCE NORTH 38°46'31" WEST 364.19 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE R/W AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AUDITOR'S RECORDING NUMBER 9903305006; THENCE SOUTH 52°05'13" WEST 976.75 FEET; THENCE SOUTH 44°28'42" WEST 792.41 FEET TO THE SOUTHWESTERLY CORNER OF LOT 44 OF THE R/W AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AUDITOR'S RECORDING NUMBER 9903305006, ALSO SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 9 OF THE R/W PHASE II AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER AUDITOR'S RECORDING NUMBER 20000215004; THENCE SOUTH 29°17'44" WEST 190.00 FEET; THENCE NORTH 68°07'28" WEST 100.00 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 815.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 68°07'28" WEST; THENCE SOUTHERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°18'38" FOR A DISTANCE OF 146.66 FEET; THENCE SOUTH 60°11'04" WEST 464.85 FEET TO THE WESTERLY MARGIN OF GEM HEIGHTS DRIVE AS CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER AUDITOR'S RECORDING NUMBER 991150534, SAID POINT BEING A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 945.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 68°07'28" WEST; THENCE SOUTHERLY AND COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°16'17" FOR A DISTANCE OF 317.85 FEET; THENCE LEAVING SAID GEM HEIGHTS DRIVE NORTH 53°45'57" EAST 184.61 FEET; THENCE SOUTH 90°00'00" EAST 120.21 FEET; THENCE NORTH 45°00'00" EAST 183.61 FEET; THENCE SOUTH 45°00'00" EAST 65.00 FEET; THENCE SOUTH 00°00'00" EAST 154.92 FEET; THENCE SOUTH 48°58'34" EAST 15.00 FEET; THENCE NORTH 41°03'28" EAST 187.85 FEET; THENCE NORTH 39°39'59" EAST 94.34 FEET; THENCE NORTH 50°20'08" WEST 15.00 FEET; THENCE NORTH 39°39'51" EAST 236.65 FEET; THENCE NORTH 21°55'28" WEST 76.53 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 21°55'28" EAST; THENCE NORTHEASTERLY AND COUNTERCLOCKWISE ALONG SAID CURVE 42.13 FEET THROUGH A CENTRAL ANGLE OF 48°16'47"; THENCE SOUTH 70°12'15" EAST 88.34 FEET; THENCE NORTH 38°39'51" EAST 104.40 FEET; THENCE NORTH 53°32'89" EAST 18.28 FEET TO THE POINT OF BEGINNING.

DEDICATION - PRIVATE ROADS

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. ALL ROADS ARE PRIVATE AND ARE NOT DEDICATED TO THE PUBLIC. EACH LOT OWNER SHALL HAVE AN EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES, AND ANY OTHER PURPOSES NOT INCONSISTENT WITH ITS USE AS A ROADWAY, OVER AND ACROSS ALL THE PRIVATE ROADS SHOWN ON THE PLAT. THE OWNERS RESERVE THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS. THESE STREETS AND ROADS WILL NOT BE DEDICATED TO PIERCE COUNTY UNTIL SUCH TIME AS THEY ARE CONSTRUCTED TO PIERCE COUNTY STANDARDS, AND AT SUCH TIME AS PIERCE COUNTY DESIRES TO ACCEPT THEM.

WE DEDICATE TO PIERCE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SEWER PIPELINES, MANHOLES AND OTHER APPURTENANT SEWER STRUCTURES, DRAINAGE FACILITIES, AND OTHER UTILITIES OVER, UNDER AND ACROSS THE EASEMENT AND/OR PRIVATE ROADS SHOWN ON THE FACE OF THIS PLAT.

LB SILVER CREEK LLC
HOMESTREET BANK

TUO & SONS, INC.

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NEW YORK ss.
BY ITS PROPER OFFICERS THIS 4 DAY OF JUNE, 2004.

ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY APPEARED
DAVID BINDERICK

TO ME KNOWN TO BE THE AUTHORIZED SIGNATORY
OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND
ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED
OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON
OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL THE DAY
AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT 1100 1/2 AVENUE, NW 10022

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING ss.
BY ITS PROPER OFFICERS THIS 8 DAY OF JUNE, 2004.

ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY APPEARED
ROBERT E. PASCAL

TO ME KNOWN TO BE THE VICE PRESIDENT
OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND
ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED
OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON
OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL THE DAY
AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT 540 BELLEVUE

MARIBEL RUIZ
Notary Public, State of New York
No. 0180891723
Qualified in County of New York
Commission Expires October 6, 2008



PUBLIC WORKS

EXAMINED AND APPROVED WITH THE FOLLOWING CONDITIONS:
PIERCE COUNTY HAS NO OBLIGATION FOR THE MAINTENANCE OR REPAIR OF THE
PRIVATE ROADS OR STORM SEWER SYSTEM LOCATED IN THIS PLAT. EACH
EVERY LOT OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ROADS
AND STORM DRAINAGE SYSTEMS ASSOCIATED WITH THE PLAT. THEY WILL ALSO BE
COLLECTIVELY RESPONSIBLE FOR CONTROLLING ALL STORM WATER THAT WILL BE
CREATED BY THE DEVELOPMENT OF THIS PLAT.
PIERCE COUNTY HAS NO OBLIGATION TO ACCEPT THE ROADS IN THIS PLAT FOR
DEDICATION OR MAINTENANCE AT ANYTIME. IF THE COUNTY DESIRES TO ACCEPT THE
ROADS FOR DEDICATION, THE ROADS AND ASSOCIATED STORM SEWER SYSTEM SHALL
MEET ALL CURRENT DESIGN AND CONSTRUCTION STANDARDS.

FOR DIRECTOR OF PUBLIC WORKS
6-25-04

HEALTH DEPARTMENT

WATER SUPPLY APPROVED
6-24-04

ASSESSOR & TREASURER

I HEREBY CERTIFY THAT ALL COUNTY TAXES HERETOFORE LEVIED
AGAINST THE PROPERTY DESCRIBED IN THIS PLAT, ACCORDING TO THE BOOKS AND
RECORDS OF THE COUNTY, HAVE BEEN FULLY PAID AND DISCHARGED.
6-29-04

PLANNING AND LAND SERVICES DEPARTMENT

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED BY THE PIERCE COUNTY
PLANNING AND LAND SERVICES DEPARTMENT AND THAT THE PLATTING FEE
HAS BEEN PAID.
6-30-04

HEARINGS EXAMINER

EXAMINED AND APPROVED BY THE HEARINGS EXAMINER OF PIERCE COUNTY.
PIERCE COUNTY HEARINGS EXAMINER
6/30/04

AUDITOR

FILED FOR RECORD THIS 30 DAY OF JUNE
2004 AT 3:00 MINUTES PAST 3 P.M.
RECORDS OF THE PIERCE COUNTY, TACOMA, WASHINGTON.
RECORDING NUMBER 200406305029
6-30-04

FIRE PREVENTION BUREAU

WE HEREBY CERTIFY THAT THIS PLAT IS DULY APPROVED, SUBJECT TO COMPLIANCE
WITH ALL CURRENT REQUIREMENTS OF THE FIRE PREVENTION BUREAU.

FOR FIRE MARSHAL
6-28-04

SEWER UTILITY

- ALL LOTS WITHIN THIS PLAT ARE SERVED BY A PRIVATE SANITARY SEWER SYSTEM.
PIERCE COUNTY HAS NO OBLIGATION FOR THE OPERATION, MAINTENANCE OR REPAIR OF THE
PRIVATE SANITARY SEWER SYSTEM LOCATED IN THIS PLAT. EACH AND EVERY
LOT OWNER, COLLECTIVELY, WILL BE RESPONSIBLE FOR THE OPERATION AND
MAINTENANCE OF THIS SANITARY SEWER SYSTEM. SEE RECIPROCAL EASEMENT,
MAINTENANCE AGREEMENT AND COVENANT RUNNING WITH THE LAND, RECORDED UNDER
A.F.N. 20021180223, & A.F.N. 200304010875.
- PIERCE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTOR, ARE
HEREBY GRANTED A PERPETUAL EASEMENT WITH RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS
FOR THE CONSTRUCTION, IMPROVEMENTS, MAINTENANCE, AND REPAIR OF STORM DRAINAGE, WATER,
SANITARY SEWER PIPES, MANHOLES, AND OTHER UTILITY STRUCTURES OVER, UNDER AND ACROSS THE
EASEMENTS AND PRIVATE ROADS SHOWN ON THE FACE OF THE PLAT.
- A PUBLIC SANITARY SEWER WITH AN ACCESS ROAD EXISTING OR IS BEING CREATED.
(a) NO GRADING, OTHER THAN FOR NORMAL LOT GRADING FOR A SINGLE FAMILY RESIDENCE, WILL BE
DONE IN THE VICINITY OF THE PIERCE COUNTY PUBLIC SANITARY SEWER LINE EASEMENT.
(b) NO STRUCTURES (I.E. SHEDS, DECKS, ETC.) OR OBSTRUCTION (I.E. LANDSCAPE PLANTS, ETC.) WILL
BE PLACED WITHIN THE PUBLIC SANITARY SEWER EASEMENT. THE EXISTING MAINTENANCE ROAD
SUPPORTING IS NOT TO BE DISTURBED.
(c) NO FENCES WILL BE CONSTRUCTED ON THE PUBLIC SANITARY SEWER EASEMENT UNLESS THERE
ARE ACCESS GATES FOR MAINTENANCE WORKERS / VEHICLES OF THE PIERCE COUNTY DEPARTMENT
OF PUBLIC WORKS / UTILITIES. MAINTENANCE WORKS / VEHICLES SHALL HAVE UNRESTRICTED
ACCESS 24 HOURS A DAY.

WASTEWATER UTILITY MANAGER (i.e. DIRECTOR OF UTILITIES)
6/29/04

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF PIERCE ss.
BY ITS PROPER OFFICERS, THIS 15th DAY OF JUNE, 2004.

ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY APPEARED

TO ME KNOWN TO BE THE PRESIDENT
OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND
ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED
OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON
OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL THE DAY
AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT TACOMA, WA



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF COUNTRY HOLLOW DIVISION 2 PHASE 1 IS BASED ON
AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION THAT THE BEARINGS
AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERMETER MONUMENTS HAVE BEEN
SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BOUND
WITH THE COUNTY AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE
COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT
CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS THEREOF.

WELVIN F. GARLAND P.L.S. NO. 18902
6/29/04

MAINTENANCE COVENANT

EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION AND MAINTENANCE OF UTILITIES
AND DRAINAGE FACILITIES AS DELINEATED ON THE PLAT. SUBDIVISION COUNTRY HOLLOW DIVISION 2 PHASE 1.
NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH MAY DAMAGE OR
INTERFERE WITH THE INSTALLATION, INSPECTION AND MAINTENANCE OF UTILITIES. MAINTENANCE AND
THE EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF
THE PROPERTY OWNERS ASSOCIATION AS ESTABLISHED BY COVENANT RECORDED UNDER AUDITOR'S FILE
NUMBER 200406305029

JOB NO. 26158

Apex
Engineering

2801 South 35th, Suite 200
Tacoma, Washington 98409-3103
(253) 473-4494 FAX: (253) 473-0596

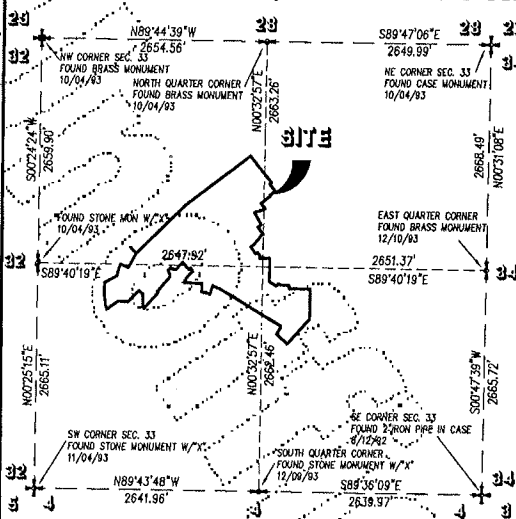
For reference only, not for re-sale.

200406305029

COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 2 OF 10

A. PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON



SECTION CONTROL DIAGRAM

SURVEYOR NOTE:

COUNTRY HOLLOW DIVISION 2, PHASE 1 CONSISTS OF LOTS 185 THROUGH 228, LOT 253, LOTS 282 THROUGH 283, LOTS 315 THROUGH 368, LOTS 428 THROUGH 441, LOT 465, LOTS 476 THROUGH 480 AND TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, AND DO.

SEE SHEET 1 OF 10 FOR LEGAL DESCRIPTION, DEDICATION AND ACKNOWLEDGMENTS.

NOTES

1. ALL ROADS ARE PRIVATE WITHIN THIS SUBDIVISION.
2. EACH LOT IN THE SUBDIVISIONS OF COUNTRY HOLLOW DIVISIONS 1, 2 AND 3 SHALL SHARE IN AN EQUAL UNDIVIDED INTEREST IN THE PRIVATE ROADS FOR TAX PURPOSES.
3. THE PROPERTY INCLUDED WITHIN THE LEGAL DESCRIPTION ON THIS DOCUMENT CONVEYS A PRIVATE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR SUCCESSORS TO MAINTAIN THE PRIVATE DRAINAGE SYSTEM IN ITS ORIGINALLY DESIGNED CONDITION.
4. EACH LOT OWNER AND THEIR SUCCESSORS SHALL BE RESPONSIBLE FOR CONTROLLING THE STORMWATER RUNOFF CREATED BY THIS DEVELOPMENT AND, INDIVIDUALLY AND COLLECTIVELY, RESPONSIBLE FOR MAINTAINING THE PROJECT'S STORM DRAIN SYSTEM.
5. PRIOR TO BUILDING INSPECTION, ROOF DRAIN DOWNSPOUTS SHALL BE TIGHTENED TO THE LOTS INFILTRATION TRENCH AND SHALL BE INSPECTED BY PIERCE COUNTY (OR THE APPLICANT'S RETAINED ENGINEER) FOR COMPLIANCE WITH THE DRAINAGE REQUIREMENTS.

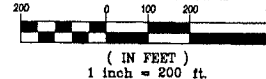
TRACT NOTES

- TRACT C - COMMUNITY PARK, OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT F - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT H - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT I - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT J - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT K - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT L - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT M - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT N - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT O - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT P - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT Q - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT R - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT S - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT T - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT U - OPEN SPACE, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT V - COMMUNITY PARK, OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT DO - PRIVATE STORM POND, TO BE OWNED AND MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION
TRACT B - PRIVATE ROAD, TO BE MAINTAINED BY THE SILVER CREEK HOMEOWNERS ASSOCIATION (SEE NOTE 2)

NOTES CONTINUED

6. NO BUILDING PERMITS WILL BE ISSUED ON ANY LOTS IN THIS SUBDIVISION UNTIL ALL NECESSARY DRAINAGE IMPROVEMENTS, ROADS, SHARED ACCESSSES, OR ALLEYS ARE COMPLETED, WITH THE EXCEPTION THAT MINOR ITEMS THAT MAY BE DAMAGED DURING HOMEBUILDING (SUCH AS SIDEWALKS, BIO-SWALE LININGS, OR SHOULDER LEVELING COURSE) MAY BE FINANCIALLY GUARANTEED.
7. THERE SHALL BE NO OCCUPANCY OF ANY STRUCTURES UNTIL WATER TIGHTNESS AS BUILTS AND FLOW TESTS HAVE BEEN RECEIVED AND APPROVED BY FIRE PREVENTION BUREAU.
8. THE APPLICANT AND/OR ADJOINING LANDOWNERS AND THEIR SUCCESSORS SHALL CONSTRUCT AND MAINTAIN ALL PRIVATE ROADS AND EASEMENTS FOR THIS PROJECT, BEFORE DEDICATION TO PIERCE COUNTY THEY SHALL MEET CURRENT STANDARDS OF PIERCE COUNTY.
9. ANY GATE ACROSS THE PRIVATE ROAD MUST BE CONSTRUCTED WITH A VALID BUILDING PERMIT, THE ROAD, DATE, AND APPURTENANCES MUST BE DESIGNED IN CONFORMANCE WITH PIERCE COUNTY TITLE 12, PRIVATE ROAD STANDARDS, INCLUDING BUT NOT LIMITED TO SECTION 12.52.060 AND 12.52.230.
10. FUTURE DEDICATION OF THE PRIVATE ROADWAY TO PIERCE COUNTY MAY REQUIRE THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY.
11. WE HEREBY CONVEY AN EASEMENT FOR HIGHWAY, EGRESS, AND UTILITIES OVER, UNDER, AND ACROSS THE PRIVATE ROADS AS SHOWN HERETOX TO THE PRESENT AND FUTURE LOT OWNERS LIVING WITHIN THE BOUNDARIES OF THE APPROVED MASTER PLANNED COMMUNITY OF SILVER CREEK FOR ALL PURPOSES NOT INCONSISTENT WITH THE USE OF A PRIVATE ROAD AND UTILITIES EASEMENT.
12. ALL CONSTRUCTION WITHIN THIS SUBDIVISION SHALL ADHERE TO THE GEOTECHNICAL REPORT PREPARED BY GEOR RESOURCES DATED MAY 15, 2000. A COPY OF WHICH IS ON FILE WITH PIERCE COUNTY.
13. PRIOR TO THE FINAL BUILDING INSPECTION FOR THE RESIDENCE(S), ON ALL LOTS, THE APPROVED ENGINEERING INFILTRATION PLAN ON FILE IN THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT / DEVELOPMENT ENGINEERING SECTION OF PLANNING AND LAND SERVICES SHALL BE INSTALLED BY THE APPLICANT. ROOF DRAIN DOWNSPOUTS SHALL BE TIGHTENED TO THE INFILTRATION SYSTEM. PRIOR TO FINAL APPROVAL OF THE CONSTRUCTION, THE CONTRACTOR OR APPLICANT SHALL SUBMIT AN "AS-BUILT" DRAWING THAT INCLUDES THE SITE PLAN TOGETHER WITH THE ACTUAL LOCATION AND LIMITS OF THE INFILTRATION SYSTEM. (06-4652)

GRAPHIC SCALE

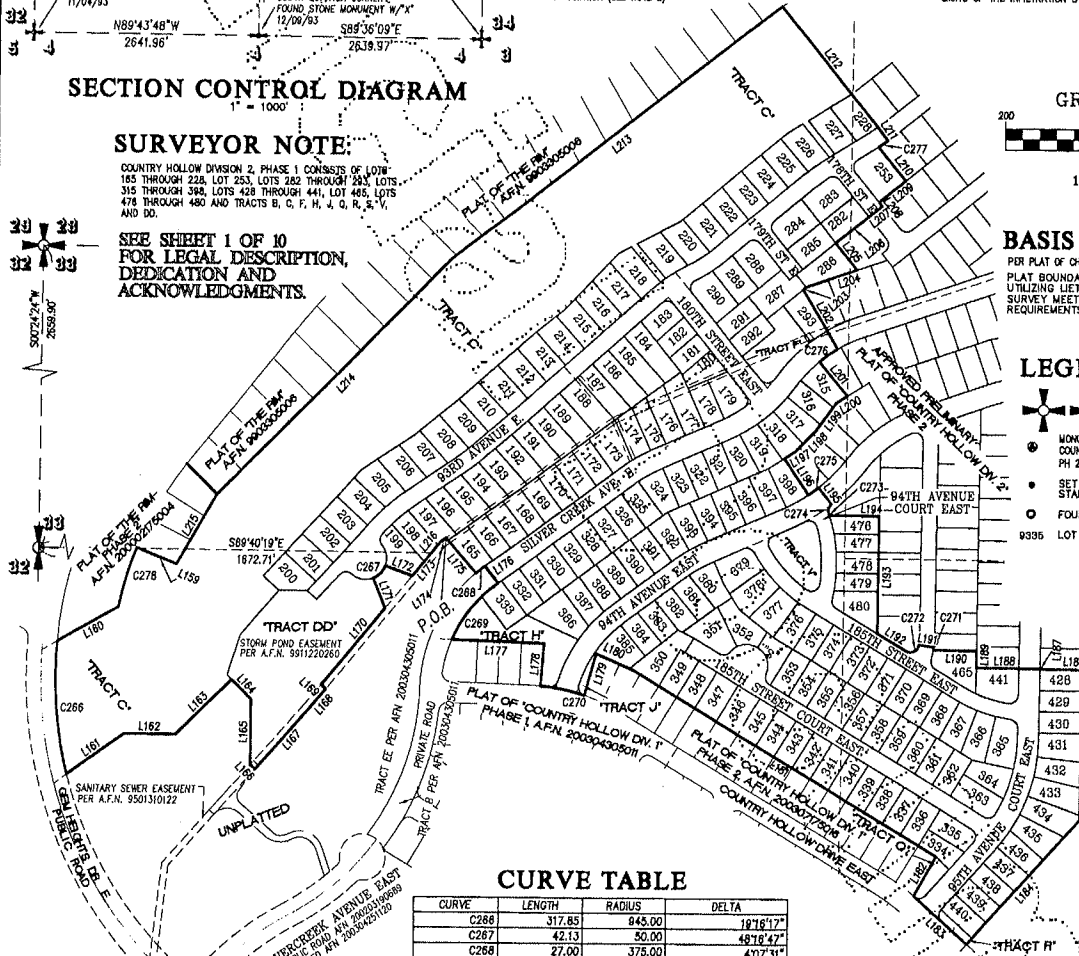


BASIS OF BEARING

PER PLAT OF CHENNES PARK RECORDED UNDER A.F.N. 0010310500
PLAT BOUNDARY ESTABLISHED BY FIELD TRAVERSE
UTILIZING LIETZ SET 3 TOTAL STATION.
SURVEY MEETS OR EXCEEDS ACCURACY
REQUIREMENTS CONTAINED IN WAC 332.130.090

LEGEND

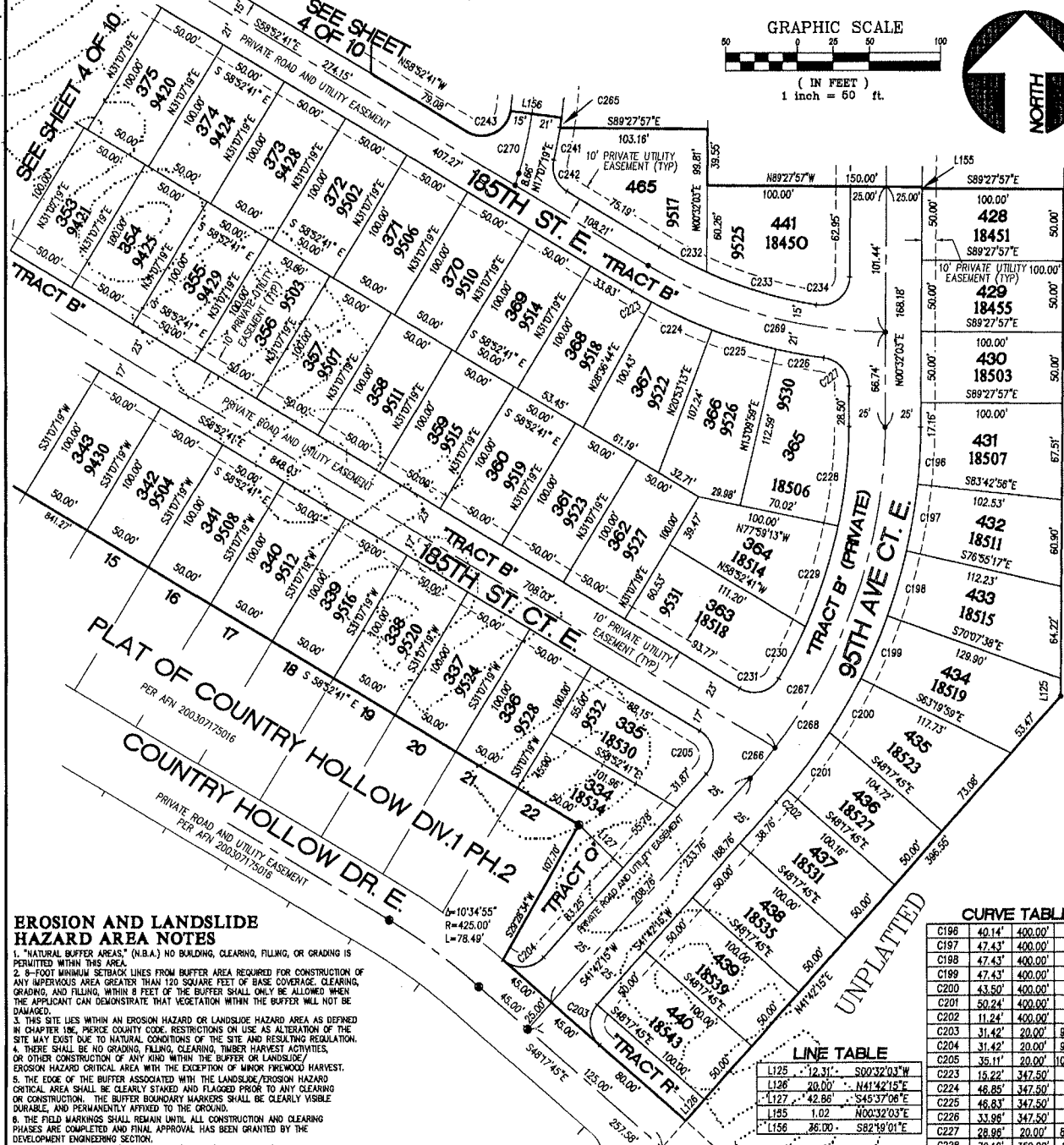
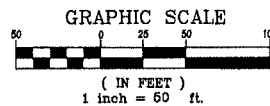
- FOUND MONUMENT AS NOTED
- MONUMENT PREVIOUSLY SET BY APEX ENGINEERING FOR COUNTRY HOLLOW DIV. 1, PH 2, THE NW & THE SW, PH 2
- SET PIERCE COUNTY STANDARD MONUMENT
- FOUND REBAR/IRON PIPE AS NOTED
- 9335 LOT ADDRESS (TYP.)



COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 3 OF 10

A PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON



EROSION AND LANDSLIDE HAZARD AREA NOTES

1. "NATURAL BUFFER AREAS" (N.B.A.) NO BUILDING, CLEARING, FILLING, OR GRADING IS PERMITTED WITHIN THIS AREA.
2. 8-FOOT MINIMUM SETBACK LINES FROM BUFFER AREA REQUIRED FOR CONSTRUCTION OF ANY IMPERVIOUS AREA GREATER THAN 120 SQUARE FEET OF BASE COVERAGE. CLEARING, GRADING, AND FILLING WITHIN 8 FEET OF THE BUFFER SHALL ONLY BE ALLOWED WHEN THE APPLICANT CAN DEMONSTRATE THAT VEGETATION WITHIN THE BUFFER WILL NOT BE DAMAGED.
3. THIS SITE LIES WITHIN AN EROSION HAZARD OR LANDSLIDE HAZARD AREA AS DEFINED IN CHAPTER 106, PIERCE COUNTY CODE. RESTRICTIONS ON USE AS ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATION.
4. THERE SHALL BE NO GRADING, FILLING, CLEARING, TREEMAN HARVEST ACTIVITIES, OR OTHER CONSTRUCTION OF ANY KIND WITHIN THE BUFFER OR LANDSLIDE/EROSION HAZARD CRITICAL AREA WITH THE EXCEPTION OF MINOR FIREWOOD HARVEST.
5. THE EDGE OF THE BUFFER ASSOCIATED WITH THE LANDSLIDE/EROSION HAZARD CRITICAL AREA SHALL BE CLEARLY STAKED AND FLAGGED PRIOR TO ANY CLEARING OR CONSTRUCTION. THE BUFFER BOUNDARY MARKERS SHALL BE CLEARLY VISIBLE DURING, AND PERMANENTLY AFFIXED TO THE GROUND.
6. THE FIELD MARKINGS SHALL REMAIN UNTIL ALL CONSTRUCTION AND CLEARING PHASES ARE COMPLETED AND FINAL APPROVAL HAS BEEN GRANTED BY THE DEVELOPMENT ENGINEERING SECTION.
7. IT SHALL BE THE OWNER'S, CONTRACTOR'S, AND/OR DEVELOPER'S RESPONSIBILITY TO CONTACT A GEOTECHNICAL ENGINEERING COMPANY UPON DISCOVERY OF POOR SOILS AND/OR CONDITIONS THAT MAY REQUIRE ADDITIONAL ENGINEERING REVIEW.
8. ANY REDUCTION IN THE LANDSLIDE/EROSION HAZARD CRITICAL AREA OR BUFFER OR CONSTRUCTION PROPOSED WITHIN THE LANDSLIDE/EROSION HAZARD AREA SHALL REQUIRE THE SUBMITTAL OF ADDITIONAL GEOTECHNICAL INFORMATION AND THE POSSIBILITY OF AN AMENDMENT TO THE PLAT.

EASEMENT PROVISIONS

AN EASEMENT WITHIN THE BOUNDARIES OF THIS SUBDIVISION IS HEREBY RESERVED FOR AND GRANTED TO ANY POWER COMPANY, ANY WATER COMPANY, ANY TELEPHONE COMPANY, ANY GAS COMPANY, ANY CABLE TELEVISION COMPANY, U.S. POSTAL SERVICE, ANY CITY, PIERCE COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE FRONT 10 FEET PARALLEL WITH AND ADJOINING THE PRIVATE AND PUBLIC ROAD FRONTAGE, 6 FEET ADJACENT TO THE REAR BOUNDARY AND THE EXTERIOR 2.5 FEET ADJACENT TO ALL SIDE BOUNDARY LINES OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, REPLACE AND ENLARGE, OPERATE AND MAINTAIN UNDERGROUND PIPE CONDUIT CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SANITARY SEWER, STORM DRAINAGE, WATER AND OTHER UTILITY SERVICE. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, STREETS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTITLED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING. ALL LOTS SHALL BE SUBJECT TO A NON-EXCLUSIVE EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND FIVE (5) FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS SERVING FRONT LOT SIDE AND EASEMENTS. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

LINE TABLE

L125	12.31'	S00°32'03"W
L126	28.00'	N41°42'15"E
L127	42.86'	S45°37'08"E
L128	1.02'	N00°32'03"E
L156	36.00'	S82°10'01"E

CURVE TABLE

C196	40.14'	400.00'	5°45'01"
C197	47.43'	400.00'	6°47'39"
C198	47.43'	400.00'	6°47'39"
C199	47.43'	400.00'	6°47'39"
C200	43.50'	400.00'	6°13'49"
C201	50.24'	400.00'	7°11'47"
C202	11.24'	400.00'	1°36'38"
C203	31.42'	20.00'	9°00'00"
C204	31.42'	20.00'	9°00'00"
C205	35.11'	20.00'	10°03'56"
C223	15.22'	347.50'	2°30'35"
C224	46.85'	347.50'	7°43'31"
C225	46.85'	347.50'	7°43'31"
C226	33.95'	347.50'	5°35'56"
C227	28.95'	20.00'	8°28'00"
C228	70.12'	350.00'	11°28'44"
C229	74.26'	350.00'	12°08'22"
C230	40.62'	350.00'	6°37'59"
C231	31.53'	311.50'	9°09'11"
C232	37.67'	311.50'	6°55'46"
C233	80.34'	311.50'	14°48'41"
C234	34.52'	20.00'	8°52'49"
C241	22.99'	281.00'	4°41'15"
C242	25.38'	20.00'	7°24'08"
C243	39.60'	20.00'	11°36'21"
C265	7.13'	281.00'	1°27'14"
C266	38.02'	375.00'	4°16'51"
C267	241.44'	375.00'	35°33'21"
C268	289.48'	375.00'	41°10'12"
C269	174.31'	326.50'	30°35'17"
C270	42.83'	280.80'	9°26'21"

SEE SHEET 1 OF 10 FOR LEGAL DESCRIPTION, DEDICATION AND ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10 FOR SURVEY CONTROL, LEGEND AND NOTES.

YARD SETBACKS

LOT FRONTING ON SIDEWALK

LOTS 184-204, 253, 284-285, 286-292, 315-333, 353-362, 365-385, 408-440, 455, 476-480 HAVE FRONT YARD SIDEWALKS AND WILL USE THE FOLLOWING BUILDING SETBACKS:
 REAR YARD: 10'
 FRONT YARD: 15' TO HOUSE & 20' TO GARAGE FROM R/W ON SIDEWALK SIDE OF STREET.
 SIDE YARD: 3' MINIMUM WITH 10' MINIMUM BUILDING SEPARATION CORNER LOT SIDE YARD: 15' STREET SIDE.

YARD SETBACKS

LOT WITHOUT SIDEWALK

LOTS 185-183, 205-228, 282-283, 288-287, 293, 334-352, 363-364, 386-388, 441 DO NOT HAVE FRONT YARD SIDEWALKS AND WILL USE THE FOLLOWING BUILDING SETBACKS:
 REAR YARD: 10'
 FRONT YARD: 10' TO HOUSE & 15' TO GARAGE FROM R/W ON NON-SIDEWALK SIDE OF STREET.
 SIDE YARD: 3' MINIMUM WITH 10' MINIMUM BUILDING SEPARATION CORNER LOT SIDE YARD: 15' STREET SIDE.



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JOB NO. 26156

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COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 4 OF 10

A PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON

CURVE	LENGTH	RADIUS	DELTA
C184	29.73'	400.00'	41°53'30"
C185	31.34'	20.00'	89°46'58"
C186	83.46'	300.00'	15°56'21"
C187	90.84'	300.00'	17°21'00"
C188	11.47'	300.00'	2°11'28"
C189	4.80'	300.00'	0°54'57"
C190	59.35'	325.00'	10°27'54"
C191	61.81'	300.00'	11°48'18"
C192	29.72'	20.00'	85°07'56"
C193	45.28'	347.50'	7°27'57"
C194	58.43'	347.50'	9°18'14"
C195	58.43'	347.50'	9°18'14"
C196	28.55'	20.00'	81°47'12"
C197	20.91'	50.00'	2°37'33"
C198	50.46'	50.00'	57°49'39"
C199	31.37'	50.00'	81°47'12"
C200	28.55'	20.00'	81°47'12"
C201	163.34'	50.00'	16°34'26"
C202	22.46'	50.00'	72°46'53"
C203	3.68'	281.00'	0°45'00"
C204	14.94'	281.00'	30°24'44"
C205	2.80'	281.00'	0°31'45"
C206	44.33'	281.00'	8°42'19"
C207	49.32'	281.00'	4°03'20"
C208	25.38'	20.00'	72°42'08"
C209	35.59'	20.00'	101°58'46"
C210	73.87'	245.00'	17°16'33"
C211	29.45'	245.00'	6°53'12"
C212	41.30'	20.00'	118°18'47"
C213	132.55'	311.50'	24°22'54"
C214	33.56'	20.00'	98°08'28"
C215	38.83'	450.00'	4°56'40"
C216	75.27'	260.00'	16°35'17"
C217	128.91'	260.00'	27°58'04"
C218	232.06'	325.00'	40°54'41"
C219	72.16'	325.00'	12°43'15"
C220	107.72'	425.00'	14°31'20"
C221	77.71'	350.00'	12°43'15"
C222	76.68'	425.00'	10°20'14"
C223	31.04'	425.00'	04°11'06"

LINE	LENGTH	BEARING
L128	42.02'	N62°40'26"W
L129	40.00'	N31°07'19"E
L130	11.74'	S58°52'41"E
L131	17.00'	S31°07'19"W
L132	23.00'	S31°07'19"W
L133	30.78'	S62°40'26"E
L134	11.23'	S62°40'26"E
L135	6.16'	N66°15'24"E
L136	47.65'	N57°39'52"E
L137	6.92'	N57°39'52"E
L138	40.82'	N57°39'52"E
L139	43.17'	N31°07'19"E
L140	22.78'	S50°52'38"E
L141	4.62'	S50°52'38"E
L142	2.24'	S58°52'41"E
L143	32.48'	N00°32'03"E
L144	32.48'	N00°32'03"E
L145	50.00'	S38°15'56"E
L146	35.84'	N66°15'24"E
L147	24.34'	N53°32'09"E
L148	20.07'	N35°55'35"E
L149	21.99'	N66°15'24"E
L150	21.35'	N66°15'24"E
L151	31.60'	N66°15'24"E
L152	12.23'	N53°32'09"E
L153	6.52'	S66°15'24"W
L154	25.58'	N53°32'09"E
L155	1.66'	N66°15'24"E
L156	8.45'	N53°32'09"E
L157	11.45'	N66°15'24"E
L158	29.38'	N57°21'24"E



For reference only, not for re-sale.

COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 5 OF 10

A PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON



GRAPHIC SCALE

IN FEET
1 inch = 60'

SEE SHEET 8 OF 10

SEE SHEET 1 OF 10 FOR LEGAL DESCRIPTION AND ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10 FOR SURVEY CONTROL, LEGEND AND NOTES.

SEE SHEET 6 OF 10

SEE SHEET 4 OF 10

SEE SHEET 9 OF 10

UNPLATTED

SILVER CREEK AVENUE

COUNTRY HOLLOW DR. E

SILVER CREEK AVE. E. TRACT B' (PRIVATE)

TRACT H'

TRACT B' (PRIVATE)

PLAT OF COUNTRY HOLLOW DIV. 1, PH. 1

LINE TABLE

LINE	LENGTH	BEARING
L44	22.07'	N53°32'09"E
L45	24.34'	N53°32'09"E
L46	35.84'	N66°15'24"E
L50	8.43'	N56°19'04"E
L51	24.62'	N56°19'04"E
L52	24.19'	N53°32'09"E
L53	7.52'	S40°35'22"E
L54	9.96'	N39°38'51"E
L55	8.56'	N42°15'44"E
L56	18.07'	N51°01'23"E
L57	17.16'	N56°19'04"E
L58	3.20'	N51°01'23"E
L113	6.52'	S66°15'24"W
L114	9.20'	S53°32'09"W
L115	25.58'	S53°32'09"W
L135	4.53'	N66°33'20"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C4	149.91'	50.00'	171°47'12"	C87	51.77'	50.00'	58°19'13"	C175	28.08'	20.00'	80°29'01"
C74	31.30'	375.00'	4°46'54"	C97	42.72'	445.00'	6°30'00"	C176	109.68'	350.00'	17°57'20"
C75	47.80'	375.00'	7°18'12"	C98	60.15'	445.00'	7°44'40"	C177	24.44'	350.00'	4°00'02"
C76	4.16'	375.00'	0°38'08"	C99	6.30'	445.00'	0°48'39"	C178	50.55'	350.00'	8°16'33"
C81	18.53'	445.00'	2°23'10"	C100	43.20'	405.00'	8°06'39"	C179	39.94'	350.00'	6°32'19"
C82	43.63'	445.00'	6°38'38"	C101	13.57'	405.00'	1°55'09"	C206	31.34'	20.00'	89°46'58"
C83	25.77'	405.00'	3°38'46"	C171	59.36'	325.00'	10°27'54"	C208	90.85'	300.00'	17°21'01"
C84	50.04'	405.00'	7°04'44"	C172	12.80'	325.00'	2°15'21"	C209	11.47'	300.00'	2°11'28"
C85	23.54'	405.00'	3°19'49"	C173	49.01'	325.00'	8°38'25"	C275	59.14'	422.00'	08°01'48"
C88	28.55'	20.00'	81°47'12"	C174	123.74'	325.00'	21°48'54"	C276	104.98'	422.00'	14°03'19"
								C281	77.71'	350.00'	12°43'15"
								C291	20.26'	450.00'	02°34'45"



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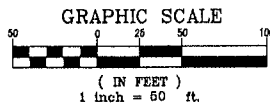
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COUNTRY HOLLOW DIVISION 2 PHASE 1

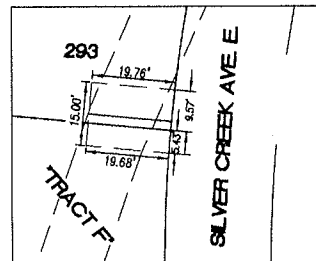
SHEET 6 OF 10

A PORTION OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M. PIERCE COUNTY, WASHINGTON



SEE SHEET 7 OF 10

UTILITY EASEMENT
DETAIL 'A'



SCALE 1" = 20'

SEE SHEET 8 OF 10

SEE SHEET 1 OF 10 FOR LEGAL
DESCRIPTION, DEDICATION AND
ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10 FOR SURVEY
CONTROL, LEGEND AND NOTES.

LINE TABLE

LINE	LENGTH	BEARING
L45	24.34'	S53°32'09"W
L46	35.04'	N66°15'24"E
L47	35.21'	S23°44'36"E
L48	7.47'	S23°44'36"E
L49	42.95'	N38°46'31"W
L51	23.00'	S51°13'29"W
L52	20.00'	N51°13'29"E
L53	17.00'	S51°13'29"W
L54	38.37'	S38°46'31"E
L55	29.93'	S38°46'31"E
L57	50.63'	N50°00'09"E
L58	80.42'	N50°00'09"E
L59	8.88'	N50°00'09"E
L106	32.24'	N57°32'08"E
L107	11.57'	N35°59'35"E
L108	20.07'	N35°59'35"E
L109	21.98'	N66°15'24"E
L110	21.35'	N66°15'24"E
L111	31.60'	N66°15'24"E
L112	12.29'	N53°32'09"E
L113	6.92'	S66°15'24"W
L116	1.66'	N66°15'24"E
L118	"H.45"	N66°15'24"E
L121	29.39'	N67°12'24"E
L138	6.16'	N66°15'24"E
L157	50.00'	S38°46'31"E

SEE SHEET 5 OF 10

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C74	31.30'	375.00'	4°46'54"	C153	35.89'	20.00'	103°06'04"	C181	37.58'	350.00'	6°09'06"	C265	7.13'	281.00'	12°17'14"
C75	47.80'	375.00'	7°18'12"	C154	15.08'	325.00'	2°39'33"	C182	11.94'	400.00'	1°42'39"	C279	146.67'	350.00'	24°00'38"
C76	4.16'	375.00'	0°38'09"	C155	110.65'	375.00'	16°54'19"	C183	59.71'	400.00'	8°33'10"	C280	188.10'	350.00'	30°47'32"
C77	8.25'	325.00'	1°27'16"	C156	46.50'	375.00'	7°06'17"	C184	29.73'	410.00'	4°15'30"	C282	84.10'	353.00'	15°16'25"
C78	54.77'	325.00'	9°39'12"	C163	53.41'	325.00'	9°24'56"	C212	29.72'	20.00'	85°07'56"	C283	82.12'	347.00'	13°33'32"
C79	32.79'	20.00'	9°35'22"	C164	62.77'	325.00'	11°03'56"	C213	45.28'	147.50'	72°27'57"	C284	49.89'	353.00'	08°05'52"
C80	32.44'	20.00'	9°25'13"	C165	20.02'	325.00'	3°31'44"	C214	58.43'	347.50'	9°18'14"	C285	53.71'	353.00'	08°43'02"
C148	28.25'	20.00'	8°34'27"	C166	28.83'	375.00'	4°31'38"	C249	25.41'	20.00'	72°46'53"	C286	40.39'	353.00'	06°33'23"
C147	42.80'	330.00'	07°26'53"	C167	48.97'	375.00'	7°20'38"	C250	3.68'	281.00'	0°45'00"	C289	72.12'	350.00'	11°48'23"
C148	30.99'	20.00'	8°46'38"	C168	48.07'	375.00'	7°20'38"	C258	35.59'	20.00'	101°58'47"	C290	115.98'	350.00'	18°59'09"
C149	31.84'	20.00'	9°11'32"	C169	48.07'	375.00'	7°20'38"	C259	73.87'	245.00'	17°16'32"				
C150	40.21'	370.00'	8°13'35"	C170	27.71'	375.00'	4°14'00"	C262	132.55'	311.50'	24°22'53"				
C151	46.33'	370.00'	7°10'28"	C171	59.36'	325.00'	10°27'54"	C263	33.56'	20.00'	96°08'28"				
C152	35.67'	20.00'	10°10'42"	C172	12.80'	325.00'	2°15'21"	C264	38.83'	450.00'	4°58'40"				



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EXPIRES: 6/30/04

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20040630 SD29

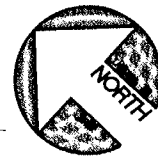
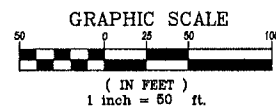
JOB NO. 26156

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COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 7 OF 10

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LINE TABLE

LINE	LENGTH	BEARING
L47	35.21'	S23°44'36"E
L48	7.47'	S23°44'36"E
L49	42.95'	N38°46'31"W
L62	15.11'	N58°08'00"E
L69	7.49'	N50°00'09"E
L70	22.68'	N58°08'00"E
L71	18.57'	N50°00'09"E
L91	23.00'	S51°13'29"W
L92	20.00'	S51°13'29"W
L93	17.00'	S51°13'29"W
L94	38.37'	S38°46'31"E
L95	29.92'	S38°46'31"E
L97	50.63'	N50°00'09"E
L98	60.42'	N50°00'09"E
L99	8.98'	N50°00'09"E
L158	40.00'	S36°21'07"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C80	32.44'	20.00'	92°56'13"
C96	15.02'	370.00'	219°35"
C102	23.98'	370.00'	3°42'39"
C103	58.64'	370.00'	91°41'10"
C104	1.18'	330.00'	01°21'5"
C105	60.69'	330.00'	10°32'13"
C106	16.23'	330.00'	2°49'04"
C107	14.70'	370.00'	216°37"
C108	37.59'	370.00'	5°49'15"
C109	25.65'	330.00'	4°27'10"
C135	26.39'	370.00'	4°05'14"
C136	33.82'	20.00'	96°52'31"
C146	29.25'	330.00'	83°47'28"
C147	42.80'	330.00'	7°25'53"
C148	30.99'	20.00'	88°46'39"
C149	31.84'	20.00'	91°13'21"
C150	40.21'	370.00'	81°33'35"
C151	46.33'	370.00'	71°02'28"
C152	35.67'	20.00'	102°10'42"
C282	84.10'	353.00'	151°16'25"
C283	82.12'	347.00'	173°33'32"
C284	49.89'	353.00'	08°05'52"
C285	53.71'	353.00'	08°43'02"
C286	40.39'	353.00'	06°33'23"
C290	115.98'	350.00'	18°59'09"
C291	26.96'	347.00'	04°27'07"

PLAT OF THE RIM "2" A.F.N. 9903305006

8' SETBACK PER GEOTECHNICAL REPORT DATED MAY 15, 2000

TOE OF SLOPE
2' LANDSLIDE AND EROSION HAZARD AREA BUFFER

'TRACT C'
LANDSLIDE AND EROSION HAZARD AREA

SEE SHEET 1 OF 10 FOR LEGAL DESCRIPTION, DEDICATION AND ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10 FOR SURVEY CONTROL, LEGEND AND NOTES.

SEE SHEET 8 OF 10

SEE SHEET 6 OF 10



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JOB NO. 26156

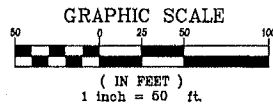
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COUNTRY HOLLOW DIVISION 2 PHASE 1

SHEET 8 OF 10

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SEE SHEET 7 OF 10



PLAT OF THE RIM
A.F.N. 9903305006

8' SETBACK PER GEOTECHNICAL
REPORT DATED MAY 15, 2000
TOE OF SLOPE
LANDSLIDE AND EROSION
HAZARD AREA BUFFER
"TRACT C"
LANDSLIDE AND EROSION
HAZARD AREA

LINE TABLE

LINE	LENGTH	BEARING
L45	24.34'	N53°32'09"E
L46	35.84'	N66°15'24"E
L47	35.21'	S23°44'36"E
L48	7.47'	S23°44'36"E
L49	42.95'	N38°46'31"W
L50	8.43'	N56°19'04"E
L65	18.07'	N51°01'23"E
L66	17.16'	N56°19'04"E
L67	3.20'	N51°01'23"E
L68	24.87'	N50°55'36"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C74	31.30'	375.00'	4°46'54"
C75	47.80'	375.00'	7°18'12"
C76	4.16'	375.00'	0°38'09"
C77	8.25'	325.00'	1°27'16"
C78	54.77'	325.00'	9°39'17"
C79	32.79'	20.00'	93°55'22"
C80	32.44'	20.00'	92°56'13"
C81	18.53'	445.00'	2°23'10"
C82	43.83'	445.00'	5°38'38"
C96	15.02'	370.00'	2°12'35"
C100	43.20'	405.00'	6°06'39"
C101	13.57'	405.00'	1°55'09"
C101	40.88'	300.00'	7°48'30"
C102	6.12'	300.00'	1°10'08"
C103	14.45'	20.00'	41°24'35"
C104	57.82'	40.00'	82°49'09"
C273	59.14'	422.00'	08°01'48"
C281	77.71'	350.00'	12°43'15"
C282	94.10'	353.00'	15°16'25"
C285	53.71'	353.00'	08°43'02"
C286	40.39'	353.00'	06°33'23"

TOE OF SLOPE

10' BUILDING
SETBACK LINE

SEE SHEET 9 OF 10

SEE SHEET 1 OF 10
FOR LEGAL DESCRIPTION,
DEDICATION AND
ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10
FOR SURVEY CONTROL, LEGEND
AND NOTES.



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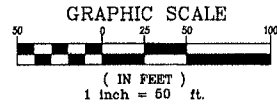
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SEE SHEET 5 OF 10

ORIGINAL

COUNTRY HOLLOW DIVISION 2 PHASE 1 SHEET 9 OF 10

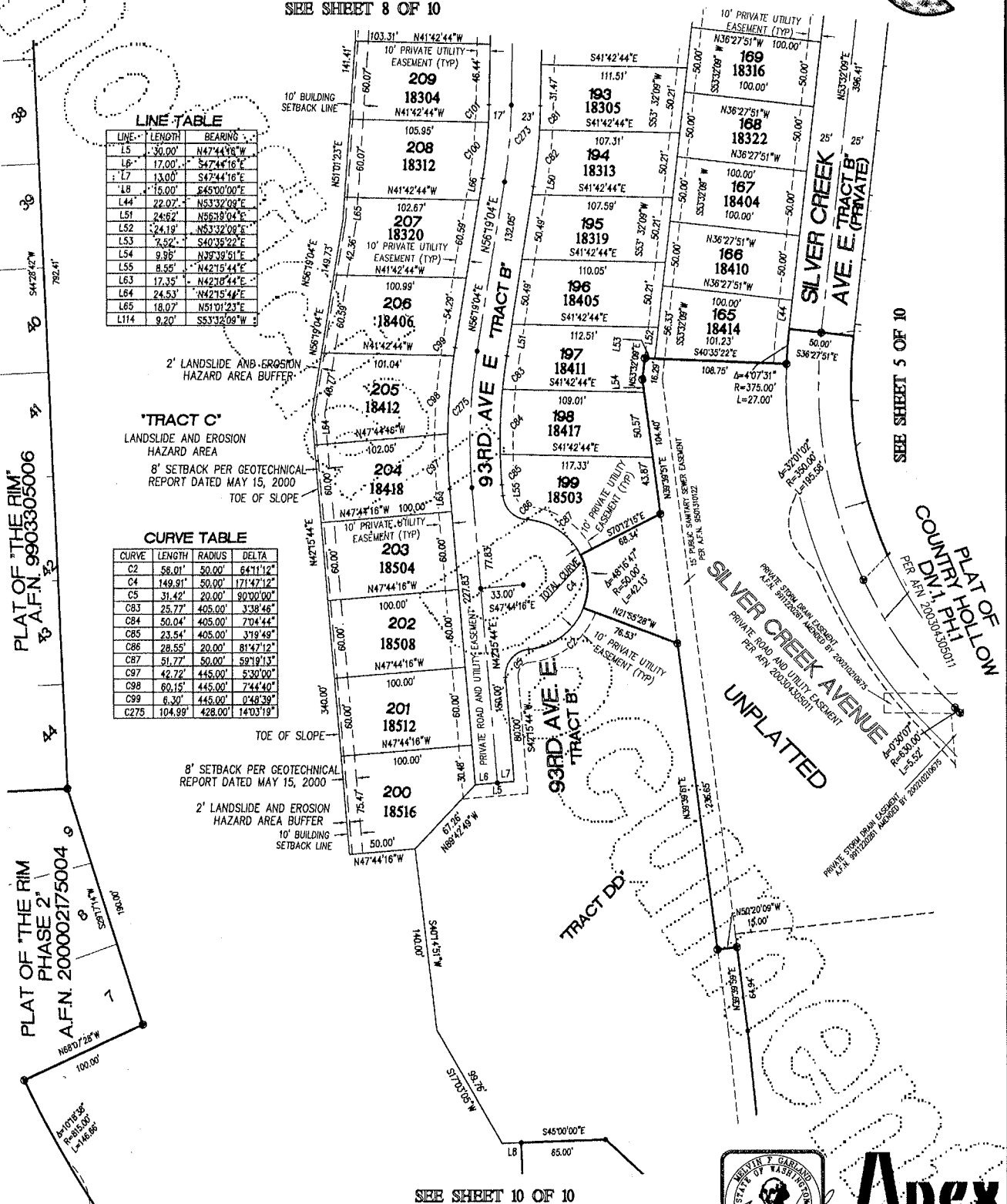
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SEE SHEET 8 OF 10

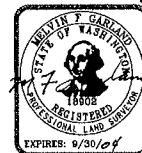
LINE	LENGTH	BEARING
L5	30.00'	N47°44'16"W
L6	17.00'	S47°44'16"E
L7	13.00'	S47°44'16"E
L8	15.00'	S45°00'00"E
L44	22.02'	N53°32'09"E
L51	24.82'	N56°38'04"E
L52	24.19'	N53°32'09"E
L53	7.52'	S40°39'51"E
L54	9.95'	N39°39'51"E
L55	8.55'	N42°15'44"E
L63	17.35'	N42°15'44"E
L64	24.53'	N42°15'44"E
L65	18.07'	N51°01'23"E
L114	9.20'	S53°32'09"W

CURVE	LENGTH	RADIUS	DELTA
C2	58.01'	50.00'	64°11'12"
C4	149.91'	50.00'	171°47'12"
C5	31.42'	20.00'	90°00'00"
C83	25.77'	405.00'	3°38'46"
C84	50.04'	405.00'	7°04'44"
C85	23.54'	405.00'	3°19'49"
C86	28.55'	20.00'	81°47'12"
C87	51.77'	50.00'	59°19'13"
C87	42.72'	445.00'	5°30'00"
C98	60.15'	445.00'	7°44'40"
C99	6.30'	445.00'	0°48'39"
C275	104.99'	428.00'	14°03'19"



SEE SHEET 1 OF 10 FOR
LEGAL DESCRIPTION,
DEDICATION AND
ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10
FOR SURVEY
CONTROL, LEGEND
AND NOTES.



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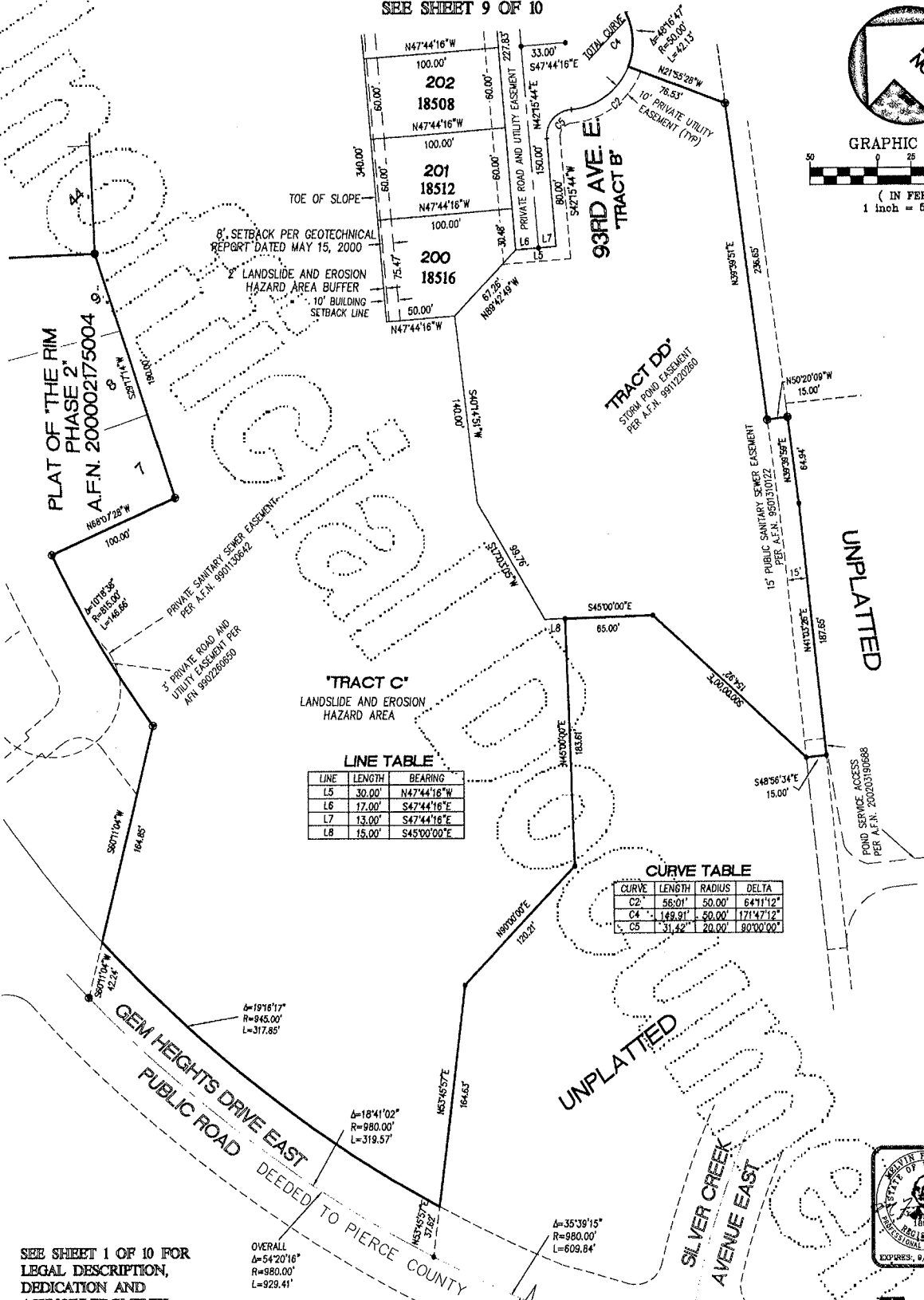
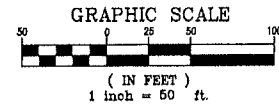
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COUNTRY HOLLOW DIVISION 2 PHASE 1 SHEET 10 OF 10

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SEE SHEET 9 OF 10



LINE	LENGTH	BEARING
L5	30.00'	N47°44'16"W
L6	17.00'	S47°44'16"E
L7	13.00'	S47°44'16"E
L8	15.00'	S45°00'00"E

CURVE	LENGTH	RADIUS	DELTA
C2	56.01'	50.00'	64°11'12"
C4	149.91'	50.00'	171°47'12"
C5	31.42'	20.00'	90°00'00"

SEE SHEET 1 OF 10 FOR
LEGAL DESCRIPTION,
DEDICATION AND
ACKNOWLEDGMENTS.

SEE SHEET 2 OF 10
FOR SURVEY
CONTROL, LEGEND
AND NOTES.



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EXHIBIT E

GeoResources

Ph 253.222-0901
Fx 253.638-8992

5113 Pacific Hwy. E., Ste. 1-P
Fife, Washington 98424-2649

May 15, 2000
PIERCE COUNTY
PLANNING & LAND SERVICES
MAY 17 2000
PIERCE COUNTY

Pierce County Department of Planning
and Land Services
2401 South 35th St.
Tacoma, WA 98409-7460

Attn: Mr. Don Odone

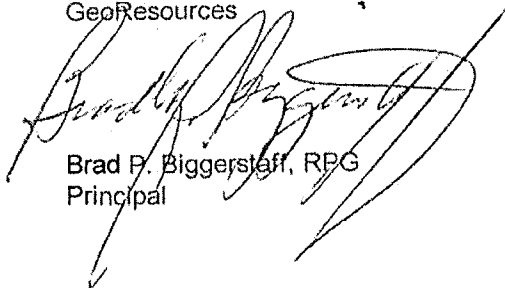
Landslide Hazard Area Delineation
Country Hollow Residential Plat
Gem Heights Boulevard
Pierce County, WA
SilverCreek.02

This letter certifies that the Landslide & Erosion Hazard area buffer at the Country Hollow residential plat has been located and flagged in accordance with Pierce County Title 18E.20.040 requirements and our geotechnical report for the site. Please call if you have any questions.

< A >

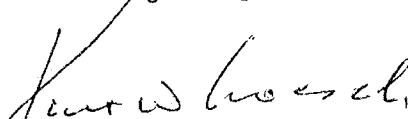
Yours very truly,

GeoResources



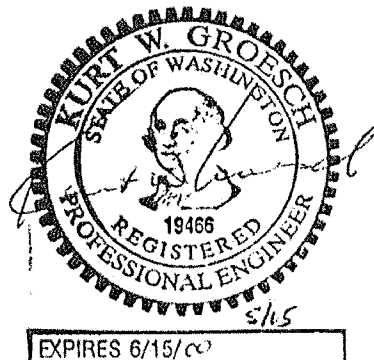
Brad P. Biggerstaff, RPG
Principal

ADaPT Engineering, Inc.



Kurt Groesch, PE
Principal

BPB:bpb:KG
DocID:silverCk.16L



2nd SUBMITAL

GeoResources

Ph. 253-222-0901
Fx. 253-638-8992

5113 Pacific Hwy. E., Ste. 1-P
Fife, Washington 98424-2648

May 13, 2000

Silver Creek Properties
C/o APEX Engineering, PLLC
2601 35th, Suite 200
Tacoma, WA 98409-7479

Attention: Mr. Dave Matz

Report
Landslide and Erosion Hazards
Country Hollow Residential Plat
Gem Heights Drive
Pierce County, Washington
Job:SilverCk.16

INTRODUCTION

This report presents the results of our geotechnical evaluation of the landslide and erosion hazards associated with the Country Hollow residential development. The site is located generally north-northeast of Gem Heights Drive between 97th Avenue East on the east and 92nd Avenue Ct. East on the west in Pierce County. The location of the plat is shown on the Vicinity Map, Figure 1.

Our understanding of the project is based on our discussions with you, our review of the Site Plans provided, and our visits to the site. In addition, we have completed numerous evaluations of projects in the general vicinity of the Country Hollow project site.

We understand that the Country Hollow site is approximately 124.8 acres in surface area. The site development will consist of approximately five phases of generally single-family residential sites and associated roadways, utilities, and other amenities. We further understand that portions of the site will be set aside as wetland/open space and park areas. Access to the site will be via Gem Heights Drive from the south. The general configuration of the proposed site development and the phases are shown on the Site Plan, Figure 2.

We also understand that grading at the site will be minimal to reach design grades. In general, the proposed site development will occupy a broad gently sloping valley floor area, similar to Hillsboro located to the south.

Slopes in several localized areas located along the extreme north west portion of the site are greater than 15 percent and adjacent to localized areas of 30 to 45 percent slope. These portions of the site will generally remain as undeveloped open space. However, Pierce County has requested that a report be prepared in accordance with title 18E of the Critical Areas and Natural Resource Lands ordinance because the adjacent slopes are greater than 30 percent.

SCOPE

The purpose of our services is to evaluate the surface and subsurface conditions at the site as a basis for evaluating the feasibility of site development and providing geotechnical recommendations and design criteria for the project. Geologic and hydrogeologic services were provided by GeoResources. Engineering recommendations and design criteria were provided by ADaPT Engineering, Inc. Specifically, our scope of services for the geotechnical portion of the project includes the following:

1. Review the available geologic, hydrogeologic and geotechnical data for the site area. This will include the previous geotechnical reports prepared for projects in the general area.
2. Conduct a geologic reconnaissance of the site area.

3. Explore the shallow subsurface conditions at the site by monitoring the excavation of backhoe test pits, as appropriate. We will also utilize previous test pit explorations in the site and adjacent areas.
4. Evaluate the landslide and erosion hazard conditions of the site and provide our opinion with regard to stability of the existing slope at the site.
5. Provide conventional geotechnical recommendations for site earthwork and grading activities including site preparation, subgrade preparation, fill placement criteria (including hillside grading), suitability of on-site soils for use as structural fill, temporary and permanent cut and fill slopes, temporary and permanent drainage and erosion control measures.
6. Provide recommendations and design criteria for foundation and floor slab support, including allowable bearing capacity, subgrade modulus, lateral resistance values and estimates of settlement.
7. Provide recommendations and design criteria for design of conventional subgrade/retaining walls, including backfill and drainage requirements, lateral design loads, and lateral resistance values.
8. Provide recommendations for pavement subgrade preparation.

SITE CONDITIONS

SURFACE & GEOLOGIC CONDITIONS

The site generally consists of a 124.8-acre undeveloped parcel located on the south portion of the South Hill glacial upland area. The site is bordered to the west, and south by property that is currently under development (residential). The site is bordered to the north and east by generally undeveloped and forested property, and commercial and multi-family development.

Specifically, the site is situated in a broad northeast-southwest trending valley or trough that traverses the surrounding upland areas. The ground surface in the site area generally slopes gently to the west margin of the valley and to the south toward the off-site wetland areas. The site drains to the south based on the site topography.

Based on our review of the site plans and our site observations and measurements, slopes at the site generally range from 2 to 10 percent within the proposed development area. Several localized steeper areas along the northwest valley wall and margin of the Country Hollow site (Phases I and V). These localized areas slope from 10 to 20 percent within the site boundaries, but are adjacent to localized areas of 20 to 45 percent slope (Parcel "C"). The site topography is shown on the Site Plan, Figure 2. The localized slope areas that are between 15 percent and 30 percent, and greater than 30 percent are illustrated on the Site Plan.

Portions of the adjacent Silver Creek area (Club House, storm pond and Open Space areas) along the extension of Gem Heights Drive have been cleared and the historic road/trail area regraded. Unimproved roads and trails likely associated with previous logging activity extend through portions of the site.

The site was previously vegetated with moderate to dense immature second growth timber consisting of deciduous and evergreen trees. Recent clearing and grading activity has resulted in portions of the site being cleared. A heavy undergrowth occurs in the forested portions of the site. No evidence of erosion or slope movement was observed at the site or in the adjacent sloping areas at time of our site visit.

No evidence of surface water flow was observed in the site area at the time of our reconnaissance. The general topography of the site area indicates that most of the site drains towards the west and subsequently to the southwest.

SITE GEOLOGY

The site is generally situated within the southeast portion of the Puyallup South Hill and Spanaway glacial outwash plane. The existing topography, as well as the surficial and shallow subsurface soils in the area, are the result of the most recent Vashon stade of the Fraser

glaciation that occurred between about 12,000 and 15,000 years ago, and weathering and erosion that has occurred since. A description of the surficial soils is included in the **"Site Soils"** section of this report.

Based on our experience in the area and the results of test pit explorations in the area, the upland areas the west and southeast of the site are underlain by glacial till. A thin veneer of recessional outwash material covers the till, where present. The till was likely eroded or removed in the Country Hollow site area, which is situated in an old glacial outwash channel that traverses the site. This resulted in the deposition of recessional sand and gravel directly over advance outwash material within old channel area.

The generally northeast-southwest trending valley that traverses the area and within which the site is located, appears to be part of a Vashon glacial outwash channel referred to as the Kirby Channel. The Kirby Channel extended northeast of the Puyallup Sand and Gravel Mine to the west-southwest beyond the Spanaway area. The Kirby Channel was active during the recession of the Vashon glacial ice.

Based on our experience in the area, glacially consolidated advance outwash and older glacial and interglacial soils likely occur at depth.

SITE SOILS

A review of the Soil Survey of Pierce County (Soil Conservation Survey) indicates that the site soils consist of the Everett (13 & 14 B & C), Everett stony sandy loam (14B) and Kapowsin (19) series. These soils are generally derived from gravelly outwash and glacial till soils. Based on the SCS data, these soils have little to a slight erosion hazard.

We observed no active erosion in the site area during our reconnaissance of the site or adjacent west sloping areas. Based on our observations, the site soils appear to have a low susceptibility to erosion, particularly where vegetation is established.

SUBSURFACE EXPLORATIONS

Subsurface conditions at the sites were evaluated by excavating test pits with a rubber-tired backhoe and reviewing the previous/historic perc hole and test pit logs in the site area. The test pits extended to depths ranging from about 5.5 to 13.5 feet below existing site grades. The test pits were located in the field by our representative by pacing from existing site features such as property corners. The approximate locations of the test pits are indicated on the attached Site Plan, Figure 2.

Our representative continuously monitored the excavation of the test pits, maintained logs of the subsurface conditions, and obtained representative samples, as needed. The soils encountered were visually classified in general accordance with the system described in Appendix "A" (A-1), ASTM D-2488. The logs of the test pits are included Appendix "A".

SUBSURFACE CONDITIONS

The subsurface conditions at the site were evaluated by excavating 11 backhoe test pits in the site area, observing soils exposed in road cuts in the general area and our experience in the area. In general, undisturbed dense glacial till or hardpan was encountered in the test pits located in the adjacent upland areas west and southeast of the site.

Test pits located in the Country Hollow site area and the adjacent Country Club and storm pond areas encountered recessional outwash material directly over advance outwash material. The outwash soils consisted of sand and gravel with variable silt, cobble and boulder content to the full depth explored, 5.5 to 13.5 feet. It should be noted that numerous large boulders, up to 5 feet in diameter, were encountered in test pits excavated throughout the site area. Silty sand was encountered in the central and south portions of Phase II to a depth of approximately 5 feet. This material was also encountered in the Gem Heights Drive area to the south.

Trace to minor ground water seepage was observed in our test pit excavations located in

the southwest portion of the site (Phase II and III) at the time of our site reconnaissance. No evidence of ground water seepage was observed on the adjacent west slope area during our site observations. However, based on the nature of the soils at the site, recessional outwash over undisturbed silty and very dense advance outwash, seasonally perched ground water conditions should be expected during and following periods of extended wet weather.

SLOPE STABILITY

The ground surface in the Country Hollow site area is generally flat to gently sloping. Localized areas of steeper slope (10 to 20) occur in the extreme west portion of the Phase I and V portions of the site. Steeper slope areas (up to 45 percent) occur off-site on the adjacent open space area (Parcel "C"). Since slopes of 30 percent or greater with 10 feet or more of vertical relief occur on the adjacent area west of the site and these areas are classified as "Landslide Erosion Hazard Areas", Pierce County has required that a geologic hazards report be completed per Pierce County Title 18E of the Critical Areas ordinance to address slope stability and erosion hazards. This report addresses these issues.

In general, the undisturbed native soils in the west off-site, but adjacent, steep slope area consist of glacial till (commonly referred to as hardpan) over advance outwash. These soil materials are in a dense to very dense condition except where they have been disturbed by weathering and/or human activity. Portions of the upper slope area were previously graded and engineered/structural fill placed in accordance with approved geotechnical guidelines (Rim Div. 1 & 2 or Greyhawk). Surficial weathering of the soils in the lower portion of the slope has resulted in shallow zone of loose to medium dense soils. These areas are well vegetated.

The undisturbed soil materials and engineered fill material observed at the site are generally stable relative to slope failure and erosion provided appropriate erosion and drainage control measures are in place. No evidence of landslide activity or significant erosion was observed in these areas at the time of our site visit.

Proper planning, design and construction techniques will reduce the risk of potential surficial erosion or movement in these areas and within the site during site development. It is our understanding that grading at the site will be minimal. Erosion control recommendations are provided in the "Erosion and Sediment Control" section of this report.

CONCLUSIONS AND RECOMMENDATIONS

GENERAL

Based on the results of our subsurface exploration program and data review, it is our opinion that the site is suitable for the proposed residential development. The slopes located in and west of the site are stable relative to deep-seated failure and will not be affected by the proposed development. Proposed grading at the site will be minimal to reach design grades and proper erosion/sediment control measures will reduce or eliminate the risk of erosion.

In general, the native sand and gravel soils observed in the majority of the site are suitable for use as structural fill material. Material with less than 5 percent fines should be considered equivalent to select borrow material.

The silty soils that occur in the southeast portion the site, and likely underlie other areas, are moisture-sensitive and susceptible to disturbance when wet. Perched ground water conditions may be associated with these soils during or following extended periods of precipitation.

Pertinent conclusions and geotechnical recommendations regarding the design and construction of the proposed development are presented below.

SLOPE STABILITY

Based on our field observations and our experience with the soil types encountered on the property, we conclude that the slopes at the Country Hollow site are generally 20 percent or

flatter. Localized steeper areas occur in the extreme west portion of the site and off-site. Although portions of the off-site slopes exceed 30 percent and this area is technically classified as a Landslide Hazard Area, they are stable relative in their present configuration. Trace to minor groundwater seepage was observed in the test pit explorations located in the southwest portion of the site, Phases II and III. No groundwater seeps or springs were observed on the site or in the off-site slope areas at the time of our site visits.

No change in the off-site slope stability is expected as a result of the proposed development at the Country Hollow site. Based on our discussions with you, we understand that the off-site slope areas are to be set aside as an open space area, Parcel "C" and will remain undisturbed.

Seismic Considerations

According to the Seismic Zone Map of the United States contained in Figure 16-2 of the 1997 UBC (Uniform Building Code), the project site is located within Seismic Risk Zone 3. Based on the subsurface conditions observed at the site, we interpret the site conditions to correspond to a seismic Soil Profile type S_D for Dense Soil, as defined by Table 16-J (UBC). This is based on the inferred range of SPT (Standard Penetration Test) blow counts relative to backhoe excavation progress and probing with a 1/2-inch diameter steel probe rod. The shallow soil conditions were assumed to be representative for the site conditions beyond the depths explored.

Based on our review of the subsurface conditions, we conclude that the site soils are not susceptible to liquefaction. The near-surface soils are generally in a dense to very dense condition and the static water table is located well below the site. Shaking of the already dense soil is not apt to produce a denser configuration and subsequently excess pore water pressures are not likely to be produced.

Building Setback

Based on our geotechnical evaluation of the site and our experience, we recommend a Building Setback of 10 feet from the toe of slopes of 30 percent or greater. This Building Setback includes a 2-foot buffer and 8-foot setback, per Pierce County guidelines.

EROSION AND SEDIMENTATION CONTROL

Erosion hazard areas are defined by Pierce County Title 18E as "those areas that are classified as having moderate to severe, severe or very severe erosion potential by the Soil Conservation Service, United States Department of Agriculture (USDA)." The subject property is located in an area mapped by the Soil Conservation Service as Everett gravelly/stony sandy loam and Kapowsin gravelly sandy loam. The erosion hazard for these soils ranges from slight to none.

It is our opinion that the potential erosion hazard of the site is not a limiting factor for the proposed development. Temporary and permanent erosion control measures should be installed and maintained during construction or as soon as practical thereafter to limit the additional influx of water to exposed areas. Erosion control measures should include, but not be limited to, berms and swales with check dams to channel surface water runoff, ground cover/protection in exposed areas and silt fences. Graded areas should be shaped to avoid concentrations of runoff onto cut or fill slopes, natural slopes or other exposed areas. Temporary ground cover/protection such as jute matting, excelsior matting, wood chips or clear plastic sheeting should be used until permanent erosion protection is established.

EARTHWORK

Site Preparation

Grading at the site is expected to be minimal. The following earthwork information is provided to address the Pierce County Title 18E requirements and the local areas of grading that will occur at the site.

All areas to be graded/excavated should be cleared of deleterious matter including any existing structures, foundations, abandoned utility lines, debris and vegetation. Graded areas should be stripped of any forest duff and organic-laden soils.

Based on our explorations, we estimate that stripping on the order of 4 or 12 inches will be necessary to remove the root zone and surficial soils containing organics. Areas with deeper, unsuitable organics should be expected in the vicinity of depressions, steep slopes or heavy vegetation. Stripping depths of up to 2 feet may be required these areas. These materials may be stockpiled and later used for erosion control and landscaping/revegetation. Materials that cannot be used for landscaping should be removed from the project site.

Where placement of fill material is required, the exposed subgrade areas should be compacted to a firm and unyielding surface prior to placement of any fill. We recommend that trees be removed by overturning in fill areas so that a majority of the roots are removed. Excavations for tree stump removal should be backfilled with structural fill compacted to the densities described in the "**Structural Fill**" section of this report.

We recommend that a member of our staff evaluate the exposed subgrade conditions after removal of vegetation and topsoil stripping is completed and prior to placement of structural fill. The exposed subgrade soil should be proofrolled with heavy rubber-tired equipment during dry weather or probed with a 1/2-inch-diameter steel rod during wet weather conditions.

Any soft, loose or otherwise unsuitable areas delineated during proofrolling or probing should be recompacted, if practical, or overexcavated and replaced with structural fill, based on the recommendations of our site representative.

Structural Fill

All fill material/trench backfill should be placed as structural fill. The structural fill should be placed in horizontal lifts of appropriate thickness to allow adequate and uniform compaction of each lift. Fill should be compacted to at least 90 percent of MDD (maximum dry density as determined in accordance with ASTM D-1557) to within 2 feet of subgrade and 95 percent MDD in the upper 2 feet.

The appropriate lift thickness will depend on the fill characteristics and compaction equipment used. We recommend that the appropriate lift thickness be evaluated by our field representative during construction. We recommend that our representative be present during site grading activities to observe the work and perform field density tests.

The suitability of material for use as structural fill will depend on the gradation and moisture content of the soil. As the amount of fines (material passing No. 200 sieve) increases, soil becomes increasingly sensitive to small changes in moisture content and adequate compaction becomes more difficult to achieve. During wet weather, we recommend use of well-graded sand and gravel with less than 5 percent (by weight) passing the No. 200 sieve based on that fraction passing the 3/4-inch sieve. If prolonged dry weather prevails during the earthwork and foundation installation phase of construction, a somewhat higher (up to 10 to 12 percent) fines content will be acceptable.

Material placed for structural fill should be free of debris, organic matter, trash and large cobbles/boulders. We recommend that cobbles/boulders greater than 6 inches in diameter be removed from the upper 2 feet of fill. Boulders greater than 2 feet in diameter should be removed from the upper 4 feet of fill, and should not be nested or concentrated under any conditions.

The moisture content of the fill material should be adjusted as necessary for proper compaction. Typically, fill material should be within 4 percent of the optimum moisture content.

Suitability of On-Site Materials as Fill

During dry weather construction, any nonorganic on-site soil may be considered for use as structural fill, provided it meets the criteria described above in the structural fill section and can be compacted as recommended. If the material is over-optimum moisture content when excavated,

it will be necessary to aerate or dry the soil prior to placement as structural fill.

The workability of material for use as structural fill will depend on the gradation and moisture content of the soil. As the amount of fines increases, soil becomes increasingly more sensitive to small changes in moisture content and adequate compaction becomes more difficult or impossible to achieve.

In general, the native granular soils (sand and gravel) encountered in the test pit explorations in the majority of the site with less than 10 percent fines (material passing the No. 200 sieve) are suitable for use as structural fill. This material is comparable to commercial "pit run" sand and gravel. Material with less than 5 percent fines will be suitable as structural fill during wet weather conditions. Sand and gravel material with 10 percent or greater will be suitable for use as structural fill during dry weather conditions.

The shallow silty soils observed on the southwest portion of the site (Phases II and III) and likely present in other localized areas of the site, contain high amounts of silt and will be moisture sensitive. These materials **will not** be suitable for use as fill during wet weather conditions. Compaction of these soils will be difficult, if not impossible, to achieve during wet weather conditions. Even when properly compacted, these materials can be easily disturbed and will soften when exposed to moisture.

We recommend that completed graded-areas be restricted from traffic or protected prior to wet weather conditions. The graded areas may be protected by paving, placing asphalt-treated base, a layer of free-draining material such as pit run sand and gravel or crushed rock (2-inch minus) material containing less than 5 percent fines, or some combination of the above.

These materials should be placed as structural fill and compacted to at least 95 percent of the MDD. During wet weather conditions, traffic should be confined to protected areas.

If fill material is imported to the site for wet weather construction, we recommend that it be a sand and gravel mixture such as high quality pit run with less than 5 percent fines.

CUT AND FILL SLOPES

All job site safety issues and precautions are the responsibility of the contractor providing services/work. The following cut/fill slope guidelines are provided for planning purposes.

Temporary cut slopes will likely be necessary during grading operations. As a general guide, temporary slopes of 1.5 to 1 (horizontal to vertical) or flatter may be used for temporary cuts in the upper 3 to 4 feet of the glacially consolidated soils that are weathered to a loose/medium dense condition. Temporary slopes of 1 to 1 or flatter may be used in the **unweathered dense to very dense sands and gravels**. These guidelines assume that all surface loads are kept at a minimum distance of at least one half the depth of the cut away from the top of the slope and that significant seepage is not present on the slope face. Flatter cut slopes will be necessary where significant raveling or seepage occurs.

We recommend a maximum slope of 2 to 1 for permanent cut and fill slopes. Where 2 to 1 slopes are not feasible, retaining structures should be considered.

Fill placed on slopes that are steeper than 5 to 1 should be "keyed" into the undisturbed native soils by cutting a series of horizontal benches. The benches should be 1½ times the width of equipment used for grading and a maximum of 3 feet in height. Subsurface drainage may be required in seepage areas. Surface drainage should be directed away from all slope faces. Some minor raveling may occur with time. All slopes should be seeded as soon as practical to facilitate the development of a protective vegetative cover or otherwise protected.

FOUNDATION SUPPORT

We recommend that spread footings be founded on the medium dense to dense native soils or on structural fill that extends to suitable native soils. The soil at the base of the excavations should be disturbed as little as possible. All loose, soft or unsuitable material should

be removed or recompacted, as appropriate. A representative from our firm should observe the foundation excavations to determine if suitable bearing surfaces have been prepared.

All footing elements should be embedded at least 18 inches below grade for frost protection. We recommend a minimum width of 2 feet for isolated footings and at least 16 inches for continuous wall footings. Footings founded as described above can be designed using an allowable soil bearing capacity of 2,000 psf (pounds per square foot) for combined dead and long-term live loads. Footings constructed entirely within the very dense sand and gravel soils may be designed to exert a maximum allowable bearing pressure of 3,000 psf. The weight of the footing and any overlying backfill may be neglected. The allowable bearing value may be increased by one-third for transient loads such as those induced by seismic events or wind loads.

Lateral loads may be resisted by friction on the base of footings and floor slabs and as passive pressure on the sides of footings. We recommend that an allowable coefficient of friction of 0.35 be used to calculate friction between the concrete and the underlying soil. Passive pressure may be determined using an allowable equivalent fluid density of 300 pcf (pounds per cubic foot). Factors of safety have been applied to these values.

We estimate that settlements of footings designed and constructed as recommended will be less than 1 inch, for the anticipated load conditions, with differential settlements between comparably loaded footings of 1/2 inch or less. Most of the settlements should occur essentially as loads are being applied. However, disturbance of the foundation subgrade during construction could result in larger settlements than predicted.

FLOOR SLAB SUPPORT

Slab-on-grade floors should be supported on medium dense or denser native soils or on structural fill prepared as described in the “**Structural Fill**” section of this report. We recommend that floor slabs be directly underlain by a minimum 6-inch thickness of coarse sand and gravel containing less than 5 percent fines. The drainage material should be placed in one lift and compacted to an unyielding condition.

A synthetic vapor barrier should be used for the control of moisture migration through the slab, in particular where adhesives are used to anchor carpet or tile to the slab. A thin layer of sand may be placed over the vapor barrier and immediately below the slab to protect the liner during steel and/or concrete placement.

A subgrade modulus of 400 kcf (kips per cubic foot) may be used for floor slab design. We estimate that settlement of the floor slabs designed and constructed as recommended, will be 1/2 inch or less over a span of 50 feet.

SUBGRADE AND RETAINING WALLS

The lateral pressures acting on subgrade and retaining walls will depend upon the nature and density of the soil behind the wall. It is also dependent upon the presence or absence of hydrostatic pressure. If the walls are backfilled with granular well-drained soil, the design active pressure may be taken as 35 pcf (equivalent fluid density). This design value assumes a level backslope and drained conditions as described below.

Positive drainage which controls the development of hydrostatic pressure can be accomplished by placing a zone of coarse sand and gravel behind the walls. The granular drainage material should contain less than 5 percent fines. The drainage zone should extend horizontally at least 18 inches from the back of the wall. The drainage zone should also extend from the base of the wall to within 1 foot of the top of the wall. The drainage zone should be compacted to approximately 90 percent of the MDD. Over-compaction should be avoided as this can lead to excessive lateral pressures.

A perforated PVC pipe with a minimum diameter of 4 inches should be placed in the drainage zone along the base of the wall to direct accumulated water to an appropriate discharge location. We recommend that a nonwoven geotextile filter fabric be placed between the drainage material

and the remaining wall backfill to reduce silt migration into the drainage zone. The infiltration of silt into the drainage zone can, with time, reduce the permeability of the granular material. The filter fabric should be placed such that it fully separates the drainage material and the backfill, and should be extended over the top of the drainage zone.

Lateral loads may be resisted by friction on the base of footings and as passive pressure on the sides of footings and the buried portion of the wall. We recommend that an allowable coefficient of friction of 0.35 be used to calculate friction between the concrete and the underlying soil. Passive pressure may be determined using an allowable equivalent fluid density of 300 pcf (pounds per cubic foot). **Factors of safety have been applied to these values.**

PAVEMENT SUBGRADE

We recommend that pavement subgrades be prepared in accordance with the previously described site preparation and structural fill recommendations. The upper 2 feet of roadway subgrade should have a density of at least 95 percent of the MDD (ASTM D-1577).

SITE DRAINAGE

All ground surfaces, pavements and sidewalks should be sloped away from the structures. Surface water runoff should be controlled by a system of curbs, berms, drainage swales, and or catch basins, and conveyed to the site's storm pond system.

We recommend that conventional roof and footing drains be installed for all structures. Drains should be provided behind all retaining walls. The roof drain should not be connected to the footing drain unless an adequate gradient will prevent a surcharge of the footing drain. Collected storm runoff should be directed to the site's stormwater system.

Stormwater runoff dispersed in the upslope area to the west will have no impact on the Country Hollow site. The greenbelt area is well vegetated. The vegetation and distance between the plats will allow the water to dissipate and infiltrate into the native soils.

In paved areas, the catch basins may be perforated so that water in the base course can drain into the catch basin. Where a single catch basin drains a large area, a 2-inch perforated pipe, 10 or more feet long, may be added to facilitate drainage within the base course. Pavement surfaces and open spaces should be sloped such that surface water runoff is collected and routed to suitable discharge points.

LIMITATIONS

We have prepared this report for use by Silver Creek Properties and members of their design team, for use in the design of a portion of this project. The data used in preparing this report and this report should be provided to prospective contractors for their bidding or estimating purposes only. Our report, conclusions and interpretations are based on data from others and limited site reconnaissance, and should not be construed as a warranty of the subsurface conditions.

Variations in subsurface conditions are possible between the explorations and may also occur with time. A contingency for unanticipated conditions should be included in the budget and schedule. Sufficient monitoring, testing and consultation should be provided by our firm during construction to confirm that the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes should the conditions revealed during the work differ from those anticipated, and to evaluate whether earthwork and foundation installation activities comply with contract plans and specifications.

When the design is finalized, we recommend that the design and specifications be reviewed by our firm to see that our recommendations have been interpreted and implemented as intended. The scope of our services does not include services related to environmental remediation and construction safety precautions. Our recommendations are not intended to direct the contractor's methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design.

If there are any changes in the loads, grades, locations, configurations or type of facilities to be constructed, the conclusions and recommendations presented in this report may not be fully applicable. If such changes are made, we should be given the opportunity to review our recommendations and provide written modifications or verifications, as appropriate.

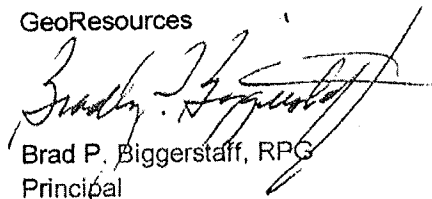


Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted practices in this area at the time this report was prepared. No other conditions, express or implied, should be understood.

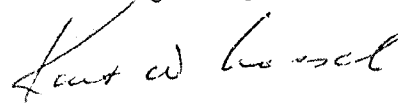
This Geotechnical Report was prepared by me and under by direct supervision. It is my opinion that the information provided herein and the preparation of this Geotechnical Report is in accordance with the applicable standards of the Pierce County, Title 18E, Critical Areas Ordinance 97-84 RCW 18.43.070, Certificates and Seals and WAC 196-27-020 Fundamental Canons and Guidelines of Professional Practice.

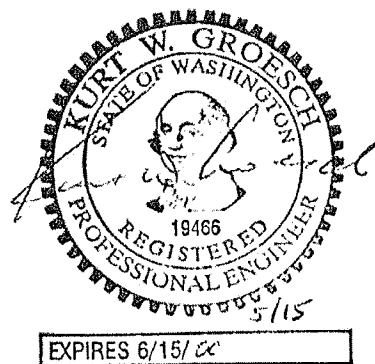
Respectfully submitted,

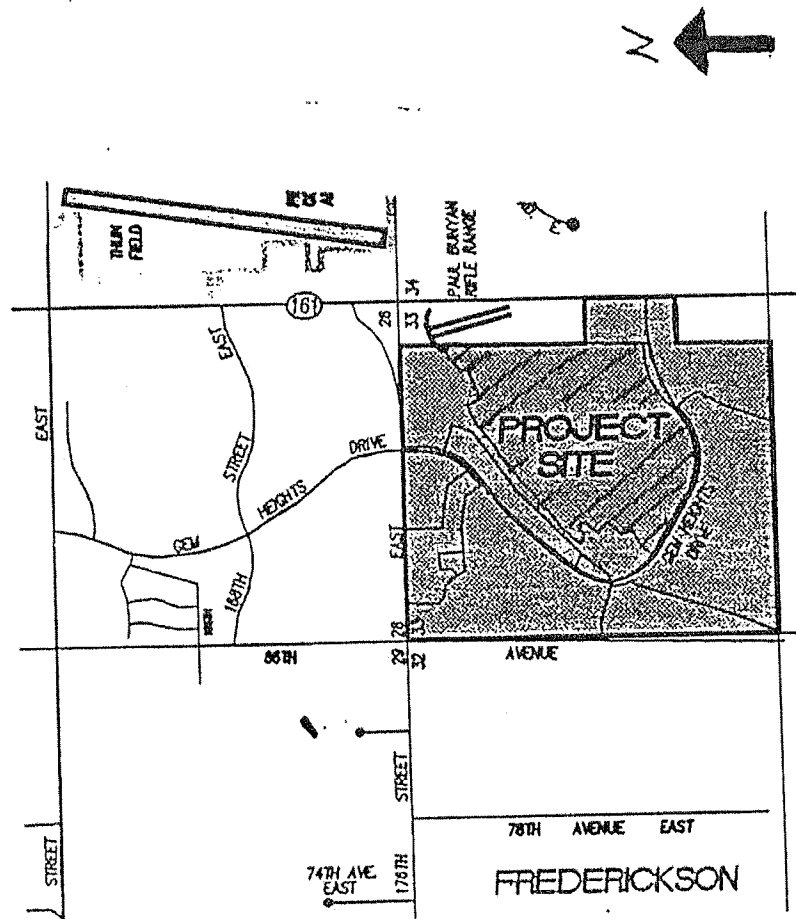
GeoResources


Brad P. Biggerstaff, RPS
Principal

ADaPT Engineering, Inc.


Kurt Groesch, PE
Principal





VICINITY MAP

SCALE: 1"=1/4 MILE

SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOL	GROUP NAME
COARSE GRAINED SOILS More Than 50% Retained on No. 200 Sieve	GRAVEL More Than 50% of Coarse Fraction Retained on No. 4 Sieve	CLEAN GRAVEL	GW	WELL-GRADED GRAVEL, FINE TO COARSE GRAVEL
			GP	POORLY-GRADED GRAVEL
		GRAVEL WITH FINES	GM	SILTY GRAVEL
			GC	CLAYEY GRAVEL
	SAND More Than 50% of Coarse Fraction Passes No. 4 Sieve	CLEAN SAND	SW	WELL-GRADED SAND, FINE TO COARSE SAND
			SP	POORLY-GRADED SAND
		SAND WITH FINES	SM	SILTY SAND
			SC	CLAYEY SAND
FINE GRAINED SOILS More Than 50% Passes No. 200 Sieve	SILT AND CLAY Liquid Limit Less Than 50	INORGANIC	ML	SILT
			CL	CLAY
	SILT AND CLAY Liquid Limit 50 or More	ORGANIC	OL	ORGANIC SILT, ORGANIC CLAY
		INORGANIC	MH	SILT OF HIGH PLASTICITY, ELASTIC SILT
			CH	CLAY OF HIGH PLASTICITY, FAT CLAY
		ORGANIC	OH	ORGANIC CLAY, ORGANIC SILT
		HIGHLY ORGANIC SOILS		PT

NOTES:

- Field classification is based on visual examination of soil in general accordance with ASTM D2488-90.
- Soil classification using laboratory tests is based on ASTM D2487-90.
- Descriptions of soil density or consistency are based on interpretation of blow count data, visual appearance of soils, and/or test data.

SOIL MOISTURE MODIFIERS:

- Dry - Absence of moisture, dusty, dry to the touch
 Moist - Damp, but no visible water
 Wet - Visible free water or saturated, usually soil is obtained from below water table

GeoResources

SOIL CLASSIFICATION SYSTEM

FIGURE 3

**TEST PIT LOGS
COUNTRY HOLLOW RESIDENTIAL DEVELOPMENT
PIERCE COUNTY, WASHINGTON**

TEST PIT 1 - Located in the southwest portion of site, Phase III

Depth (ft.)	Soil Type	Description
0.0 - 0.4		Duff
0.4 - 4.0	GP	Brn sandy GRAVEL w/ cobbles & boulders, min silt, occ organics (roots) (dense, moist)
4.0 - 11.0	GP	Brn cobbly GRAVEL w/ sand & boulders (dense to v. dense, moist)
11.0 - 13.5	GP	Brn sandy GRAVEL w/ cobbles & boulders & si (10 percent) (v. dense, moist to wet)

Minor caving observed in upper part
No groundwater seepage observed

TEST PIT 2 - Located in the central portion of Phase 1

Depth (ft.)	Soil Type	Description
0.0 - 0.3		Duff
0.3 - 2.0	SM	Org/brn si SAND w/ gravel, cobbles & boulders, occ organics (roots) (med dense, moist)
2.0 - 5.0	GP	Brn sdy GRAVEL w/ cobbles & boulders (to 3 ft.) & silt (dense to v. dense, moist)
5.0 - 8.0	GP	Brn sandy GRAVEL w/ silt, cobbles & boulders (dense, moist to wet)
8.0 - 11.5	GM	Brn/gry si GRAVEL w/ cobbles & boulders & si (10 percent) (v. dense, moist) (bound gravel)

Minor caving observed
No groundwater seepage observed

TEST PIT 3 - Located in the west margin of site, Phase V

Depth (ft.)	Soil Type	Description
0.0 - 1.0		Duff/Topsoil
1.0 - 5.0	SM/ML	Brn si SAND/sdy SILT w/ occ gvl, cobbles, boulders (med dense to v. dense, moist)
5.0 - 7.0	SM	Org silty SAND w/ gravel, organics (roots) (medium dense, moist)
7.0 - 11.0	GP/GM	Brn sandy GRAVEL w/ silt to si GRAVEL with sand w/ cob & boulders (dense to v. dense, moist)
11.0 - 12.0	GM	Brn si GRAVEL w/ cobbles & occ. boulders, (v. dense, moist to wet)

Minor caving observed
Trace groundwater seepage observed @ 12.0 ft.

TEST PIT 4 - Located east of the central portion of Phaxe IV

Depth (ft.)	Soil Type	Description
0.0 - 0.4		Duff
0.4 - 2.5	GP	Org sandy GRAVEL w/ cobbles & boulders, min silt, occ organics (roots) (med. dense, moist)
2.5 - 7.5	GM	Brn silty GRAVEL w/ sand, cob & boulders (dense, moist)
7.5 - 11.5	GM	Gry si GRAVEL w/ sand, cobbles & boulders (v. dense, moist to wet)

Minor caving observed in upper part
Trace groundwater seepage observed @ 10.0 ft.

TEST PIT 5 - Located in the north portion of Phase IV

Depth (ft.)	Soil Type	Description
0.0 - 0.5		Duff
0.5 - 2.0	GM	Brn si GRAVEL w/ sand cobbles & boulders, occ organics (roots) (dense, moist)
2.0 - 4.5	GM	Brn si GRAVEL w/ sand & cobbles (dense, moist)
4.0 - 5.5	GM	Brn si GRAVEL w/ sand, cobbles & boulders (v. dense, moist)

Minor caving observed in upper part
No groundwater seepage observed

TEST PIT 6 - Located in the south portion of Phase IV

Depth (ft.)	Soil Type	Description
0.0 - 0.5		Duff/Topsoil
0.5 - 2.5	SM	Org/brn si SAND w/ gvl, cobbles, organics (roots) (med dense, moist)
2.5 - 9.0	GP	Brn gravelly COBBLES w/ sand & boulders (to 5 ft.) & min silt (dense, moist)

Minor caving observed
No groundwater seepage observed

TEST PIT 7 - Located in Phase III area, Lot 170-175 (appx.)

Depth (ft.)	Soil Type	Description
0.0 - 0.5		Duff
0.5 - 2.5	SM	Org/brn si SAND w/ gravel, cobbles, organics (roots) (loose to med dense, moist)
2.5 - 9.5	GP	Brn gravelly COBBLES w/ sand & boulders (to 3 ft.) & min silt (dense, moist)

Minor caving observed
No groundwater seepage observed

TEST PIT 8 - Located in the center portion of Phase II

Depth (ft.)	Soil Type	Description
0.0 - 0.5		Duff
0.5 - 7.0	SM	Brn si SAND w/ minor gravel, occ. organics to 4 ft. (roots) (loose to med. dense, moist to wet)
7.0 - 10.0	GP	Brn sdy GRAVEL w/ silt, cobbles & boulders (to 4 ft.) (dense, moist)

Minor caving observed
No groundwater seepage observed

TEST PIT 9 - Located in the west portion of Phase II

Depth (ft.)	Soil Type	Description
0.0 - 2.0	GM	Brn si GRAVEL w/ cobbles, minor sand, org (roots) (med dense, moist)
2.0 - 7.0	GP	Brn sandy GRAVEL w/ silt, cobbles & boulders, occ organics (roots) (dense, moist to damp)
7.0 - 12.0	GP	Brn cobbly GRAVEL w/ sand & boulders (dense to v. dense, moist to wet)

Minor caving observed in upper part
No groundwater seepage observed

TEST PIT 10 - Located in the southwest portion of Phase II

Depth (ft.)	Soil Type	Description
0.0 - 0.8		Duff/Topsoil
0.8 - 3.5	SM	Brn si SAND w/ minor gravel (loose to med dense, moist/wet)
3.5 - 5.5	GM	Org/brn si GRAVEL w/ cobbles, boulders, organics (roots) (dense, moist)
5.5 - 13.0	GP	Brn gravelly COBBLES w/ sand & boulders (to 3.5 ft.) & silt (8 to 12 percent to 9 ft.) (dense, moist to wet at 9 ft.)

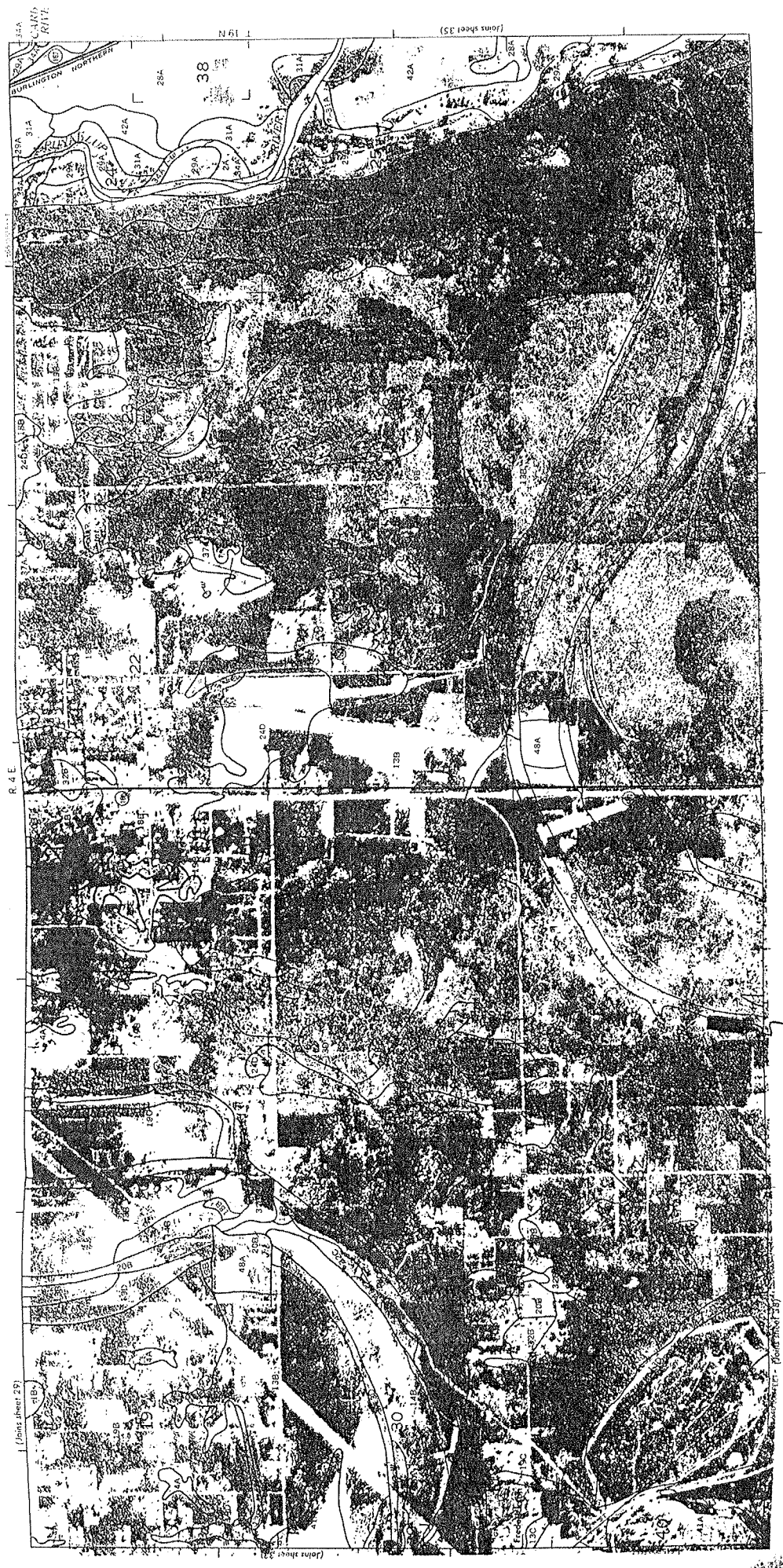
Minor caving observed
Minor groundwater seepage observed @ 10.0 ft.

TEST PIT 11 - Located in the south portion of site, Phase II north of roadway alignment

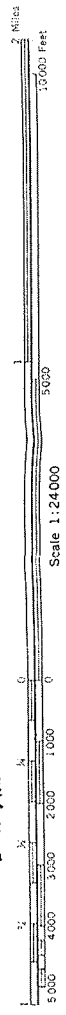
Depth (ft.)	Soil Type	Description
0.0 - 1.0		Duff/Topsoil
0.5 - 4.0	SM	Brn silty SAND w min gvl, occ organics (roots) (loose to med. dense, moist)
4.0 - 11.0	GM	Brn silty GRAVEL w/ sand & cobbles (dense to v. dense, moist)
11.0 - 14.0	GP	Brn sandy GRAVEL w/ cobbles & boulders & si (10 percent) (v. dense, moist to wet)

Minor caving observed in upper part
No groundwater seepage observed

PIERCE COUNTY AREA, WASHINGTON - SHEET NUMBER 34

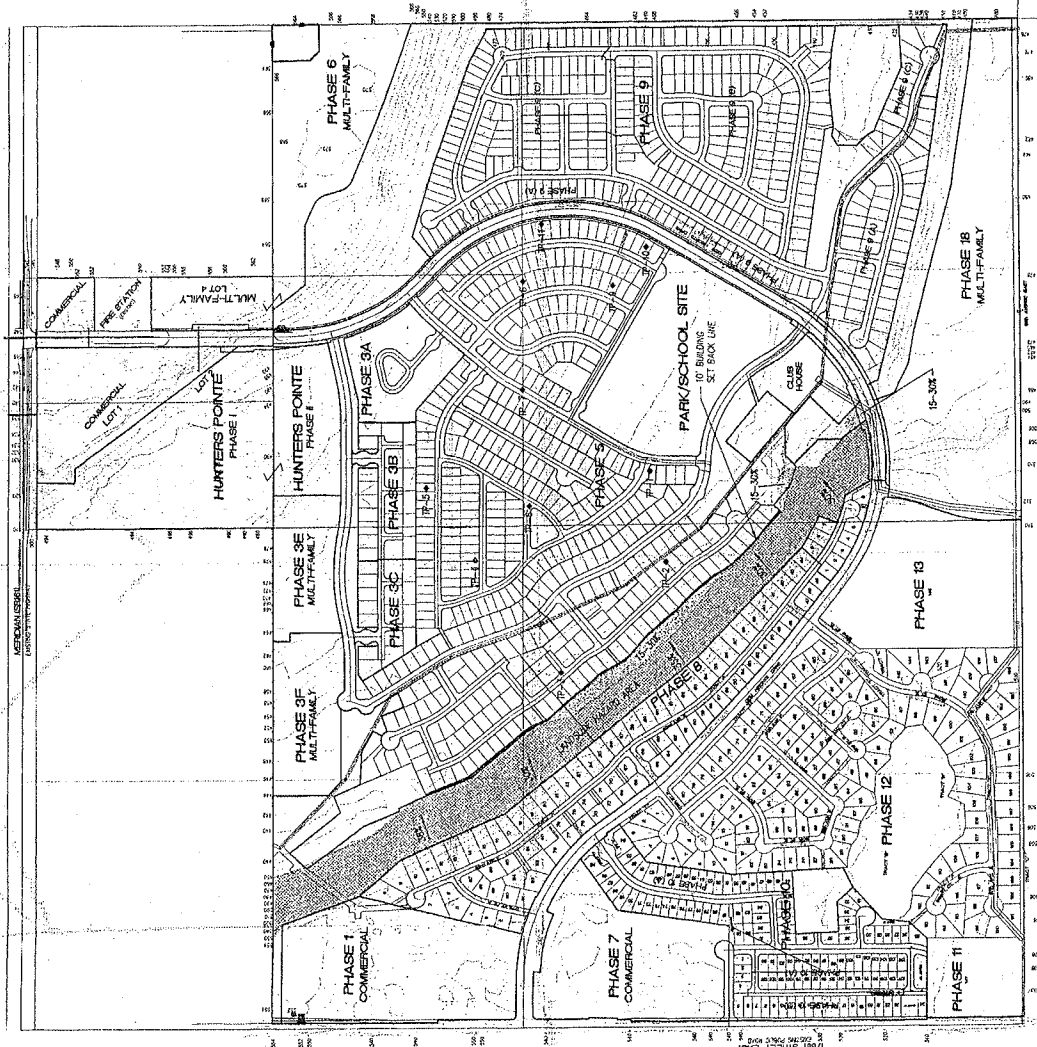
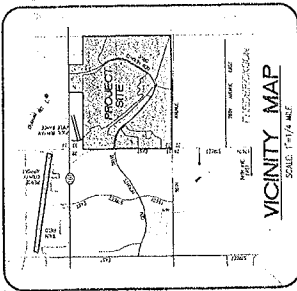


SITE AREA



SILVER CREEK

MASTER PLANNED COMMUNITY
SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST, W.M.



PHASE #	PROJECTED BUILD-OUT
PHASE 1 - COMMERCIAL	---
PHASE 2	---
PHASE 3A - MULTI FAMILY	81
PHASE 3B - DUPLEX	42
PHASE 3C - DUPLEX	32
PHASE 3D - MULTI FAMILY	438
PHASE 3E - MULTI FAMILY	---
PHASE 5 - SINGLE FAMILY	507
PHASE 6 - MULTI FAMILY	360
PHASE 7 - COMMERCIAL	100
PHASE 8 - SINGLE FAMILY	364
PHASE 9 - SINGLE FAMILY	126
PHASE 10 - SINGLE FAMILY	30
PHASE 11 - SINGLE FAMILY	145
PHASE 12 - SINGLE FAMILY	---
PHASE 13	---
PHASE 18 - MULTI FAMILY	326
TOTAL	2,553

APPROXIMATE LOCATION OF TEST PIT
15 TO 30 PERCENT SLOPE AREA
30 PERCENT OR GREATER SLOPE AREA



REV NO. REVISION DESCRIPTION DATE BY

SILVER CREEK
MASTER PLANNED COMMUNITY
Silvercreek Development
1821 Canyon Road East, Suite B
Silver Creek, Colorado 80443
PH: (303) 555-7757 FAX: (303) 555-7760

Apex Engineering
2400 South 38th, Suite 200
Tomball, Texas 77375
Tel: (281) 435-0599

EXHIBIT F

AGES, LLC

A Geotechnical Engineering Services LLC

P.O. Box 935
Puyallup, WA. 98371
Main (253) 845-7000
www.agesengineering.com

August 8, 2014
Project No. A-228

Grayhawk Home Owners Association
c/o Dan Wojtala
17913 - 92nd Ave. E.
Puyallup, WA. 98375

Subject: Geotechnical Evaluation
Grayhawk Neighborhood
92nd Avenue East
Puyallup, Washington

Dear Mr. Wojtala,

As requested, we have completed a geotechnical evaluation of the existing slope along the southeast side of the Grayhawk neighborhood located in the Silver Creek community of Puyallup, Washington. The location of the site is shown on the Site Vicinity Map provided in Figure 1.

We were provided with a Forest Buffer Renovation report, prepared by Thundering Oak Enterprises that described the planned site work. Our understanding of the project is based on our conversations with you, our review of the Forest Buffer Renovation report, our site visit, and our experience with similar projects in the vicinity of the site. Based on our review, we understand the Grayhawk property owners, located along the southeast side of 92nd Avenue East, plan to thin the forest in the abutting forested open space area based on the recommendations provided in the Forest Buffer Renovation report. We further understand the purpose of the forest thinning is to remove trees that are growing too close together, thereby improving the overall health of the selective remaining trees, forest canopy and undergrowth. The current site layout is shown on the Site Location Plan provided in Figure 2.

The conclusions and recommendations presented in this report are based on our understanding of the above stated site and the planned project design features. If actual site conditions differ, the planned project design features are different than we expect, or if changes are made, we should review them in order to modify or supplement our conclusions and recommendations as necessary.

SCOPE OF WORK

The purpose of our service was to perform a Geologic Hazard Evaluation of the site to determine if the planned tree removal will decrease the global and local stability of the site and to provide

geotechnical recommendations to maintain the stability of the site. Specifically, the scope of services for this Geotechnical Evaluation will include the following:

- Reviewing the available geologic, hydrogeologic and geotechnical data for the site area, and conducting a geologic reconnaissance of the site area.
- Addressing the appropriate geotechnical regulatory requirements for the planned site development, including a Geologic Hazard evaluation.
- Visiting the site and exploring the surface and subsurface conditions in the planned development area.
- Providing an evaluation of the steep slopes on the site.
- Providing recommendations for maintaining site stability.

SITE CONDITIONS

Surface

The subject site is a residential neighborhood called Grayhawk, located in the Silver Creek community of Pierce County, Washington. The subject site is currently occupied with many single-family residences located along 92nd Avenue E. The site is bordered with a steep slope to the southeast. Access is provided by Gem Heights Drive located to the northwest of the site. The location of the site is shown on the Site Vicinity Map provided in Figure 1.

The sites' steep southeastern slope has surface grades sloping down from the Grayhawk neighborhood to the southeast at surface grades ranging from 20 to 30 percent. The steep slope area is vegetated with various mature deciduous and coniferous trees with moderately thick underbrush.

Mapped Soils

The Geologic Map of Washington, maps the soil on the site as (Qgt). In our opinion, based on our site exploration, the site soils would be more precisely defined as (Qvr) recessional Outwash. The recessional Outwash was deposited in front of the receding glacial ice mass during the end of the most recent advance of glacial ice in the region. The recessional Outwash soils are typically found in a medium dense condition due to their depositional nature. The upper portions of these soils have been weathered by natural processes resulting in a color change and a reduction in relative density. The near surface soils at the site have been disturbed by these natural weathering processes since their deposition. No springs or groundwater seepage was observed on the surface of the site at the time of our site visit.

The United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) maps the soils along the sites' steep slope area as Neilton gravelly loamy sand (24D) soils that form on 8 to 25 percent slopes. The Neilton soils are described as being formed in glacial outwash and are considered excessively drained due to their composition of very gravelly sand. According to the

Mr. Dan Wojtala
August 8, 2014

NRCS, the Neilton soils on the steep slope are classified as having a "slight" potential for erosion when exposed. A copy of the USDA NRCS map for the subject site is provided in Figure 3.

Site Explorations

On August 4, 2014, a representative from our office was on site to explore subsurface conditions at the site by advancing 6 hand-augured Test Holes to a maximum depth of 3.0 feet below existing surface grades.

Our representative continuously monitored the excavations, maintained logs of the subsurface conditions encountered in each test hole, obtained representative soil samples, and observed pertinent site features. The specific number, location, and depth of the explorations were selected by AGES, LLC personnel in the field. The explorations performed as part of this evaluation indicate subsurface conditions at specific locations only and actual subsurface conditions can vary across the site. Furthermore, the nature and extent of any such variation may not become evident until additional explorations are performed or construction activities begin.

Representative soil samples obtained from the Test Hole were placed in sealed containers and taken to a laboratory for future examination and testing.

Soil and Groundwater Conditions

In general, the soils we observed along the site slope consist of native gravel with silt and sand. The upper soils had a larger silt content. The lower soils became very gravelly and sandy. All of the soils observed were dry to moist and in a loose to medium dense condition.

We did not encounter groundwater seepage in any of the test holes excavated at the site. However, based on our experience in the site vicinity, we expect the outwash soils are underlain with less permeable glacially consolidated soils that will result in a seasonal perched water table likely developing beneath the site at times during the wet winter season. Perched groundwater levels and flow rates will fluctuate seasonally and typically reach their highest levels during and shortly following the wet winter months (October through May).

GEOLOGIC HAZARDS

Landslide Hazard Indicators- per Pierce County Section 18E.80.020

The Pierce County Municipal Code, Chapter 18E defines a landslide hazard area as an area potentially subject to mass movement because of a combination of geologic, seismic, topographic, hydrologic, or manmade factors. These areas may be identified by the presence of any of the following indicators:

1. Areas of historic failures including areas of unstable, old and recent landslides or landslide debris within a head scarp.
2. Areas with active bluff retreat that exhibit continuing sloughing or calving of bluff sediments,

resulting in a vertical or steep bluff face with little or no vegetation.

- a) Slopes steeper than 20 percent with a vertical relief of 20 feet or more; and
 - b) Hillsides that intersect geologic contacts with relatively permeable sediment overlying a relatively impermeable sediment or bedrock.
3. Slopes that are parallel or sub-parallel to planes of weakness, such as bedding planes, joint systems and fault planes, in subsurface materials;
 4. Areas exhibiting geomorphologic features indicative of past slope failures, such as hummocky ground, back-rotated benches on slopes, etc.
 5. Areas with tension cracks/ground fractures along or near the edge of the top of a bluff or ravine.
 6. Areas with structures that exhibit structural damages such as settling and cracking of the building foundation or separation of steps or porch from a main structure that is located near the edge of a bluff or ravine.
 7. The occurrence of toppling, leaning, bowed, or jackstrawed trees that are caused by disruption of ground surface by active movement.
 8. Areas with slopes containing soft or liquefiable soils.
 9. Areas where gullying and surface erosion have caused dissection of the bluff edge or slope face as a result of drainage or discharge from pipes, culverts, ditches, and natural drainage courses.
 10. Areas where seeps or springs or indicators of a shallow groundwater table are observed on or adjacent to the face of the slopes.
 11. Areas of greater than 40 percent slopes with 15 feet or more vertical relief.
 12. Areas that are at risk of mass movement due to seismic events.
 13. Areas that include alluvial or colluvial fans located at the base of steep slopes and drainage.

Pierce County, Chapter 18E.80, Section 18E.80.020 uses the above referenced 14 item checklist to define a landslide hazard area. Based on our observations of the site and review of published information, we offer the following comments:

No evidence of seepage, landslide activity, or significant erosion was observed at the site at the time of our site visit. Some slopes steeper than 20 percent, with a vertical height greater than 20 feet, were observed along the slope area, but no intersecting contacts were observed or are inferred by the referenced geologic maps. We did not observe slopes steeper than 40 percent with 15 feet or more of vertical relief at the site. No springs or groundwater seeps were observed at the site. No planes of weakness or rockfall hazards were observed at the site. No alluvial fans were observed on or within 300 feet of the site. No evidence of active failure was observed on the site or within 300 feet of the site.

Based on the above, it does not appear that the site has any of the active landslide indicators and no evidence of landslide activity or active landslides hazards were observed at the site. Therefore, it is our opinion the sites' steep southeastern slope area is not a potential or active landslide hazard area. The risk for a landslide to occur at this site should be considered low.

DISCUSSION AND RECOMMENDATIONS

General

Based on our study, in our opinion, the sites southeastern steep slope area can be thinned as described in the referenced Forest Buffer Restoration letter. The slope is currently stable and expected to remain so after the tree removal is complete.

Slope Stability

The sites' southeastern steep slope area is currently stable. The existing soils underlying the slope area are composed of medium dense poorly-graded gravels and sands that are excessively drained. Additionally, the surface inclinations of the slope are considered gradual for the type of soils that underlie the slope. The primary factors that contribute to slope instability are surface water, ground water, and slope inclination relative to soil composition.

The surface and ground water effects at this site are mitigated by the control of storm water within the Grayhawk neighborhood development located along the crest of the slope, and the soils natural ability to absorb water. In general, the site soils are described as having a very high transmissivity, in the range of 6 to 20 inches per hour. Therefore the slope can absorb a large amount of rainfall and will be very resistant to the erosional effects of runoff.

The inclination of the slope is considered gradual for the type of soil underlying the slope. Due to their gradation and relative density, without the effects of water, the native soils can remain stable in an environment much steeper than exists on the site. A soils ability to remain stable in a sloping environment is related to the slope inclination relative to the soils internal friction angle. The soils underlying the site have a natural angle of internal friction in the range of 31 to 32 degrees. With the slope surface inclined at approximately 11 to 16 degrees, the native soils will be naturally resistant to downslope migration.

Regardless of slope inclination and soil composition, we expect that any steeply sloping environment can and will experience local surface slides associated with the surface vegetation becoming too thick and heavy, eventually weakening the surface of the slope and sliding. This is a natural process. In our opinion, by thinning the large trees on the slope to create a healthy balance between the large trees and the underbrush, the long-term stability of the slope will be increased and these natural surface slides can be prevented.

Based on these factors, it is our opinion that the sites' southeast steep slope area is currently stable. Additionally, it is our opinion the slope will remain stable after the prescribed tree removal is complete, and the long-term stability of the slope will be increased with continued forest canopy management.

ADDITIONAL SERVICES

If changes are made in the loads, grades, locations, configurations or types of facilities to be constructed, the conclusions and recommendations presented in this report may not be fully applicable. If such changes are made, AGES, LLC should be given the opportunity to review our recommendations and provide written modifications or verifications, as necessary.

We should also provide geotechnical services during construction to observe compliance with the design concepts, specifications, and recommendations. This will allow for expedient design changes if subsurface conditions differ from those anticipated prior to the start of construction.

LIMITATIONS

We prepared this report in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made. This report is the copyrighted property of AGES, LLC and is intended for the exclusive use of Mr. Dan Wojtala, the Grayhawk Home Owners Association, and their authorized representatives for use in the design, permitting, and construction portions of this project.

The analysis and recommendations presented in this report are based on data obtained from others and our site explorations, and should not be construed as a warranty of the subsurface conditions. Variations in subsurface conditions are possible. The nature and extent of which may not become evident until the time of construction. If variations appear evident, AGES, LLC should be requested to reevaluate the recommendations in this report prior to proceeding with construction. A contingency for unanticipated subsurface conditions should be included in the budget and schedule. Sufficient monitoring, testing and consultation should be provided by our firm during construction to confirm that the conditions encountered are consistent with those indicated during our exploration, to provide recommendations for design changes should the conditions revealed during the work differ from those anticipated, and to evaluate whether earthwork and foundation installation activities comply with contract plans and specifications.

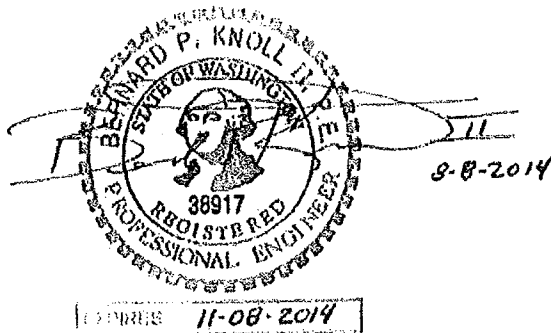
The scope of our services does not include services related to environmental remediation and construction safety precautions. Our recommendations are not intended to direct the contractor's methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design.



Mr. Dan Wojala
August 8, 2014

We trust this information is sufficient for your current needs. If you have any questions, or require additional information, please call.

Respectfully Submitted,
AGES, LLC



Bernard P. Knoll, II, P.E.
Principal

BPK:bpk
Project No.: A-228

ATTACHMENTS: Figure 1 - Site Vicinity Map
Figure 2 - Site Location Plan
Figure 3 - USDA NRCS Map

EXHIBIT G



Thundering Oak ENTERPRISES

P.O. Box 1847
AUBURN, WA 98071-1847
OFFICE 253-288-TREE (8733)
FAX: 253.939.5126
WWW.THUNDERINGOAK.COM

June 20, 2015

Greyhawk HOA
c/o Dan Wotjala

Re: forest buffer renovation

Dear Dan, Board Members and Residents,

The following document describes my platting and measuring of a small plot of forest land below 17913 and 17919 92nd Ave. E. The purpose of this survey is to briefly document the dense, overcrowded stand of evergreen trees that grew naturally on the originally bare hillside left by the developer between the Grayhawk community above and the Silver Creek community below. Currently, this forest consists primarily of Douglas-fir trees, a native evergreen that requires full sunlight for success. On a bare site, thousands of seedlings are established, and gradually compete with each other for light and resources. As the trees become larger, fewer and fewer survive, and the spacing between them increases. Eventually, most of the remaining live trees will be several hundred feet tall, and will be separated by 50 – 70 feet; their branches occupying the same space as twenty times the number of trees years ago.

On this site, most of the trees have been trimmed or topped over the years to maintain view corridors for residents. This process has kept many more trees viable over the years as it prevents any trees from becoming dominant and shading out smaller or weaker neighbors. The ability for even a small, stunted tree to keep a little piece of open sunlight for a few branches is making the forest more crowded as each stem steadily grows in girth. In the meantime, the heavy growth of new tops and upper limbs is preventing any sunlight to penetrate the canopy, so most trees now have no live limbs (Douglas-fir are intolerant to shade) between the ground and the 20-30 foot high level. Instead of entire trees being shaded out, only the lower limbs are dying off. This is beginning to have the opposite effect of a forest buffer, as there is little foliage or greenery to block views through the woods from homes above to those below and vice versa.

This renovation plan starts with a relatively simple thinning of the forest canopy, and will likely be necessary to create and maintain a healthy forest parcel. The area that is taped off with caution tape is generally rectangular in shape and runs somewhat north and south. It is an area of approximately 7,800 square feet, or .18 acre. There are 90 trees within the taped area, of which 90% are Douglas-fir. There are several cedar, alder and bitter cherry as well. Most of the area is densely stocked with trees, though there are several somewhat open areas. There are 6 or 7 dead trees or snags. 81 of the trees on this plot are Douglas-fir. All significant trees (tall enough to be in the upper canopy) are taped with either orange or blue flagging tape. Most of the larger, straighter trees are flagged with blue (retain), while the smaller, suppressed, and heavily damaged ones are flagged with orange (remove). The average diameter of the retained tree is 14

inches; that of the removal tree is about 6 inches. Most of the trees marked for removal are within 2-4 feet of one to be retained, and many of them are in close proximity to each other.

Though it is probably not possible to address all questions here, I'll attempt some of them.

- Orange flagged trees will be dropped on site and stripped of all branches; these will be piled in small 'wildlife' piles. The logs will be cut into reasonable lengths to lay flat on the ground.
- Dead trees and snags will be left standing where possible for wildlife use.
- Small live trees growing below the canopy will be left for 'vertical diversity' and screening.
- Increased open spaces between retained trees will aid lower branch growth and regrowth, and will improve health.
- Increased open spaces between retained trees will allow more native vegetation (elderberry, witch hazel, alder, willow, cherry, and huckleberry) to fill in and provide more and better screening.
- Identifying pruning needs on individual trees will be greatly simplified and more economically performed.

In this parcel, 50 of the 81 trees are marked for removal, though only about 30% of the foliage in the parcel will be removed.

Of course, this is but one small part of the overall forest; many of the remaining areas are not nearly as crowded, others more so. Please see the attached photo group showing some of the characteristics of this parcel and the options presented.

Respectfully submitted,

Bryce Landrud
I.S.A. Certified Arborist #PN0232

EXHIBIT H

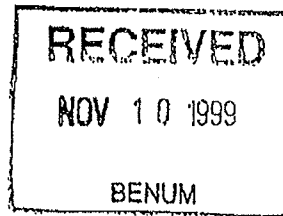


Pierce County

Department of Planning and Land Services

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7200 • FAX (253) 798-3131
November 9, 1999

CHUCK KLEEBERG
Director



Robert L. Coyne, Jr.
Benum Enterprises, Inc.
PO Box 73130
Puyallup, WA 98373

RE: The Rim (Grayhawk) in Silver Creek, Lots 8 through 26/Limbing and/or Pruning in Phase 4 – Community Park

Dear Mr. Coyne:

We are in receipt of your letter, received September 10, 1999, regarding limbing and/or pruning the tops of evergreen trees in Phase 4 – Community Park of Silver Creek, east of and adjacent to lots 8-26 of the approved Final Plat of The Rim. I have reviewed this request and discussed the matter with Frank Jen, Development Engineer, and Stephen Causseaux, Pierce County Hearing Examiner. No planning regulations currently exist, nor have any conditions of approval been imposed on Silver Creek, which address pruning and/or limbing in the Community Park area. We are, however, concerned that while the Community Park area was established to benefit all of the homeowners within Silver Creek the proposed pruning and /or limbing in the Community Park area will solely benefit the future homeowners of lots 8-26 within The Rim.

It is Pierce County's determination to allow the requested pruning and/or limbing of trees within Phase 4 – Community Park adjacent to lots 8-26 of the approved Final Plat of The Rim, to no lower than 6 feet higher than the curb elevation of each lot. This approval is contingent upon the inclusion of language in the Codes, Covenants and Restrictions (CCR) for the Silver Creek Homeowner's Association notifying the residents of Silver Creek that Pierce County has approved view corridor pruning and/or limbing of trees within Phase 4 – Community Park adjacent to lots 8-26 of the approved Final Plat of The Rim, to no lower than 6 feet higher than the curb elevation of each lot.

Pierce County will require written confirmation and commitment from the developers of Silver Creek that they agree to comply with the requirement listed above, prior to the initiation of pruning and/or limbing. The letter must also include a draft of the proposed language and an explanation as to how and when the language will be included in the CCR's.

Pierce County reserves the right to require the Silver Creek Homeowner's Association and/or the developers of Silver Creek to cut and replace any tree that dies as a direct or indirect result of the pruning and/or limbing with a new living tree of our choosing.

Should you have any questions regarding this letter please contact me at (253) 798-7165.

Sincerely,

Adonais Clark, AICP
Senior Planner

AC:sl

cc: Rich Barber, Silver Creek Development
Stephen Causseaux, Jr., Pierce County Hearing Examiner
Frank Jen, Development Engineer



Printed on recycled paper

EXHIBIT I

From: mgmorrey@aol.com
Sent: Saturday, February 4, 2017 10:56 AM
To: Don Pio Schultz Jr.; mgmorrey@aol.com
Subject: FW: Silver Creek Green Belt - Cutting of Trees

Sent from Mail for Windows 10

From: kristine.ford@juno.com
Sent: Wednesday, February 18, 2015 2:06 AM
To: HOAboard@silvercreekwa.com
Subject: Silver Creek Green Belt - Cutting of Trees

To Whom This May Concern,

We are residents and home owners on the green belt, Country Hollow, in the Silver Creek subdivision of South Hill, Puyallup, WA. This email is a formal protest with our great concern to the proposed cutting of trees in the Silver Creek nature preserve, aka green belt, so residents in the Grayhawk subdivision can view Mt. Rainier.

When we purchased our lot and built our home 9 years ago we had to pay a premium price for our lot so we could have our home next to the green belt. We were on a 4 month waiting list for the lots on the green belt to become available. The green belt lots were more expensive to begin with and then in addition, we had to pay over \$2,000.00 for each of the 4 months we waited. We could have purchased a much cheaper lot 4 months earlier but because we would only build a home here in Silver Creek if we could build along the green belt, we had to wait and pay the extra costs to do so.

We love the beautiful trees located next to our back yard looking up to the green belt. We were told at the time of the sale there were covenants and rules in place so that those trees would never be cut down. THIS WAS THE DETERMINING FACTOR to us building a home here in Silver Creek. It is very unjust that the Grayhawk residents at the top of the green belt feel they have justification to over rule the covenants to cut the trees so they can have a better view of Mt. Rainier at the expense of those who live at the bottom of the green belt. We have a grave concern for the stability of the hill behind our home if trees and soil are disturbed, remember the mud slides last year that took hillsides down because of cutting down the trees?

We want those trees left untouched! If the Grayhawk residents wanted a view of Mt. Rainier they should have purchased a view lot else where so they could have the view they are now attempting to have at our expense.

Once again, we urge you to block the proposal of cutting the Silver Creek green belt trees proposed by the Gray Hawk subdivision. It is the only fair and just decision for all residents who live on or near the green belt.

Thank you,

John & Kris Ford
17736 93rd Ave E
Puyallup, WA 98375
Ph. 253-846-9809



This email has been checked for viruses by Avast antivirus software.
www.avast.com