

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ASHFORD AT SILVER CREEK**

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EXHIBIT A
ASHFORD AT SILVER CREEK
Legal Description

Lots 97 through 145 of the Plat of Chennes Park, recorded October 31, 1996,
under Pierce County Auditor's Recording No. 9610310509.

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BK 1289P62102

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

95 DEC 12 AM 0:30

RECORDED
CATHY PEARSALL-STIPER
AUDITOR PEOPLE 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.

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ASHFORD AT SILVER CREEK**

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CCRS

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SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ASHFORD AT SILVER CREEK

THIS SUPPLEMENTARY DECLARATION is made on this 6th day of December,
1996 by RAINIER VISTA L.L.C., a Delaware limited company ("Declarant").

RECITALS

A. Declarant is the owner of certain real property situated in the County of Pierce, State of Washington which is more particularly described on Exhibit A which is attached hereto and by this reference incorporated herein (the "Property").

B. The Property forms part of Silver Creek, a planned community, and is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek, as recorded on _____, 1996 under Pierce County recording number _____ (the "Declaration").

C. Declarant wishes to subject the Property to the further covenants, conditions and restrictions set forth in this Supplementary Declaration.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Property and the building, 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 and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All of the provisions of this Supplementary Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Property 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 I
DEFINITIONS

Section 1.1 All defined terms used in the Declaration shall have the same meaning when used in this Supplementary Declaration, except as expressly noted herein to the contrary.

Section 1.2 "Plans" shall have the meaning set forth in Section 2.2.1.

Section 1.3 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto.

Section 1.4 "Supplementary Declaration" shall mean and refer to the instrument, as the same may be modified or amended from time to time.

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ARTICLE 2
IMPROVEMENT AND USE OF LOTS

Section 2.1 Uniformity of Use and Appearance. One of the purposes of this Supplementary Declaration is to assure a uniformity of use and quality of workmanship, materials, design, maintenance and location of improvements within the Property with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the construction of any Living Unit or other item covered in Section 6.2 of the Declaration shall comply with the most restrictive of (i) the terms and conditions of this Supplementary Declaration, (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction over the Property or (iii) the Declaration.

Section 2.2 Submission and Approval of Plans.

2.2.1 Construction. No Living Unit or other item covered in Section 6.2 of the Declaration shall be constructed or caused to be constructed on any Lot unless the Plans therefor have been approved in writing by the Architectural Control Committee. The Architectural Control Committee's approval of any Plans shall not constitute any warranty or representation whatsoever by the Architectural Control Committee or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Architectural Control Committee or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

2.2.2 Submission. At least thirty (30) days prior to commencement of construction of any Living Unit or other item covered in Section 6.2 of the Declaration on any Lot, the Owner shall submit construction, fencing and surface water run-off control plans and specifications, a site plan showing the location of all proposed Living Units and all other documents, if any, required by the applicable governmental authority in order to obtain a building permit for the Living Unit (the plans, specifications, site plans and documents are individually and collectively referred to herein as the "Plans").

2.2.3 Approval. The Architectural Control Committee may withhold its approval by reason of its reasonable dissatisfaction with matters, such as, the location of the Living Unit on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Living Unit or materials used therein. The Architectural Control Committee's approval or disapproval of Plans shall be made within thirty (30) days of submission of a complete set of Plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Living Unit is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 2.3 through 2.5, if no suit by the Architectural Control Committee challenging any construction has been commenced within six (6) months after completion of construction,

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Architectural Control Committee approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 2.3 Size.

2.3.1 Floor Area. The floor area of the Living Unit, exclusive of open porches and garages, shall be not less than: (i) 1,800 square feet for a Living Unit containing a single level; (ii) 2,000 square feet for a Living Unit containing two levels, including split level and tri-level homes.

2.3.2 Applicable Law. All Living Units shall have side, front and rear Lot setback and be constructed in accordance with the requirements of applicable law. In the event of a conflict between applicable law and this Supplementary Declaration, the more stringent standard shall govern.

Section 2.4 Appearance. Unless otherwise approved by the Architectural Control Committee, the following design/construction requirements shall apply:

2.4.1 Roofing. All roofs shall have a minimum slope of 4-12 (4 feet of rise for each 12 feet of run) and shall be constructed of concrete tile. The color shall be earth tones. Any exception to the material or color must be approved by the Architectural Control Committee prior to construction.

2.4.2 Siding. All siding material, other than masonry or stucco, shall be wood, composite, vinyl, or approved panel goods (no panel goods on any street side and no T-111) stained or painted with those colors commonly known as earth tones. All colors must be approved by the Architectural Control Committee prior to being used. All window frames and sashes must be made of wood, painted enamel, vinyl or anodized aluminum, unless specifically authorized in writing by the Architectural Control Committee. Mill finish or silver appearance is not acceptable.

2.4.3 Entry Walks, Porches and Decks. All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of cedar or redwood.

2.4.4 Driveways. All driveways shall be exposed aggregate.

2.4.5 Fireplaces. Fireplaces can be direct vent and/or zero clearance. Fireplace chases may be wood, stone, or brick.

2.4.6 Garages. Garages shall be incorporated in or made a part of the dwelling unit. There must be a minimum of a two (2) car garage and no more than a three (3) car garage. An additional detached garage may be permitted on a lot with approval of the Architectural Control Committee. A driveway serving a detached garage must be paved according to Paragraph 2.4.4 hereof.

2.4.7 Antenna No lot owner shall be permitted to install, erect and/or maintain any antenna, including satellite dishes, except small satellite dishes which are a maximum of 18" in diameter. Acceptable satellite dishes shall be installed so as not to be visible from the street.

Section 2.5 Use Restrictions

2.5.1 Landscaping The front yard of each Lot shall be fully landscaped by the date an occupancy permit is issued for the Living Unit. The grass area in the front yard may be sod or hydroseed. Rear yards along with the remainder of the side yard, if any, must be completed within twelve (12) months of commencement of house construction. Owners of corner lots shall also be required to landscape the side yard bordering the street, extending the landscaping the entire length of the side yard until it contacts the neighboring lot's border.

2.5.2 Fences Except for the initial fence installation by the Declarant, no fence, wall, or hedge shall be erected or built on any lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. All corner lot fence locations must be approved by the Architectural Control Committee PRIOR TO installation. Fences shall be constructed only of wood, shall not exceed six (6) feet in height and shall **HAVE THE FINISHED SIDES FACING AWAY FROM THE YARD.** THE STANDARD FOR FENCE IS SHOWN ON EXHIBIT B. Any hedge or shrub "fencing" shall be subject to the same restrictions. Any type of chain link, or metal fence, is specifically prohibited unless they are used for Architectural Control Committee approved kennel uses which must not be visible from any street. All fences must match the design in Exhibit A and the location and exterior color must be approved by the Architectural Control Committee PRIOR TO installation. Any variance to this standard must be expressly approved in writing by the Architectural Control Committee.

2.5.3 Hangings No clothing, rug, washing, apparel or any other article shall be hung from the exterior of a Living Unit or a line connected to a Dwelling Unit or elsewhere on a Lot that is visible from a street or roadway.

2.5.4 Vehicles No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motorhomes, trucks (other than common "pickups") and trailers - whether operable or not - of any kind shall be parked, stored, maintained or constructed on any lot or street in such a manner as to be visible from the street. No unsightly vehicles of any nature shall be permitted upon the property nor shall any abandoned or disabled vehicle be stored upon the property for more than forty-eight (48) hours. Vehicles may be parked only on cement or concrete surfaces on owners lot. Homeowners and their guests must park their vehicles on the driveway or in the garage and not on the street. Violators of any portion of this section must remove vehicle within forty-eight (48) hours of notice for compliance or will be subject to removal of the vehicle at vehicle owner's expense. Temporary variance may be granted at the discretion of the Architectural Control Committee and must be requested in writing.

2.5.5 Playground Type Apparatus Any installation, either temporary or permanent, of playground or recreational equipment, including but not limited to Big Toys, Jungle

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Gyms, swing sets, basketball backboard and hoops, slides and playhouses must have written Architectural Control Committee approval as to location, size, color, etc. PRIOR TO installation. In any case, no swing sets, climbing toys or Big Toys, etc. will be allowed in the front yard.

Any and all structures, fences, sheds, playground equipment, etc. installed without written approval of the Architectural Control Committee are subject to removal by the Architectural Control Committee or its contractor. The homeowner will be responsible for all costs of removal plus a fifteen percent (15%) administrative charge based on the total costs of removal which shall include, but is not limited to, labor charges, mileage, hauling costs, dump charges and clean up.

ARTICLE 3 CONTRIBUTIONS AND ASSESSMENTS

Section 3.1 Initial Contribution. At the time a Lot is purchased, other than by a Participating Builder, the Owner shall make an initial Two Hundred Fifty Dollar (\$250) contribution to the Association through the closing escrow which contribution shall be used to partially reimburse Declarant for expenses incurred in connection with the Lot prior to such sale.

Section 3.2 Assessments. Each Owner shall be responsible for the other assessments required under terms of the Declaration.

Section 3.3 Supplemental Assessment. Each Owner in Ashford at Silver Creek shall pay a supplemental assessment to the Association for the landscape maintenance of Chennes Park Tracts E and F and the operation and maintenance of the entry gate to Ashford at Silver Creek. The initial annual supplemental assessment shall be one hundred twenty dollars (\$120) per lot.

Section 3.4 Private Road Maintenance. Each Owner in Ashford at Silver Creek shall be subject to the rights and obligations as set forth in the Chennes Park Private Improvement Maintenance Agreement which is attached hereto as Exhibit C.

ARTICLE 4 SUBORDINATION OF LIENS

Section 4.1 Intent of Provisions. The provisions of this Article 4 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 4.2 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 4.3 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

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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 4.4 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 Supplementary Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 4.5 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 Supplementary 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 4.6 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 4.7 Subordination of Assessment Liens. The liens for assessments provided for in this Supplementary 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 Supplementary 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 5 ENFORCEMENT

Section 5.1 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 Supplementary Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Supplementary Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

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Section 5.2 Remedies Cumulative. Remedies provided by this Supplementary 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 5.3 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 the Property, 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 Supplementary 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 Supplementary Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease or sublease.

ARTICLE 6 AMENDMENT AND REVOCATION

Section 6.1 Amendment by Declarant or Association. This Supplementary Declaration may be amended in the same manner as is provided for in Section 10.1 of the Declaration.

Section 6.2 Effective Date. Amendments shall take effect only upon recording with Pierce County or any successor recording office.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Non-Waiver. No waiver of any breach of this Supplementary Declaration shall constitute a waiver of any other breach, whether of the same or any other covenants, condition or restriction.

Section 7.2 Attorneys' Fees. In the event of a suit or action to enforce any provision of this Supplementary 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 7.3 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 Supplementary Declaration.

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Section 7.4 Interpretation. The captions of the various articles, sections and paragraphs of this Supplementary Declaration are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Supplementary Declaration or any parts of this Supplementary 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 7.5 Severability. Invalidation of any one of these covenants, conditions, restrictions 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 7.6 Notices. All notices, demands or other communications ("Notices") permitted or required to be given by this Supplementary 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 7.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or approvals required or permitted by or from the Declarant, the Association or the Architectural Control Committee under this Supplementary 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 7.8 Use of Name "Ashford at Silver Creek". Declarant hereby reserves the right to use the name "Ashford at Silver Creek" and related names in connection with Declarant's sales and development activities for the Property, and the name "Ashford at Silver Creek" may be used freely by Declarant to refer to other nearby properties not subject to this Supplementary Declaration.

Section 7.9 Computation of Time. The word "day" means "calendar day" herein, and the computation of time under this Supplementary Declaration shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

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Section 7.10 Applicable Law. This Supplementary 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 John M. Rathovci
Its Exec. Vice President

STATE OF Colorado)
) ss.
COUNTY OF Mapache

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. Ratkovic, Executive Vice President of Buisque Holdings Inc. 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.



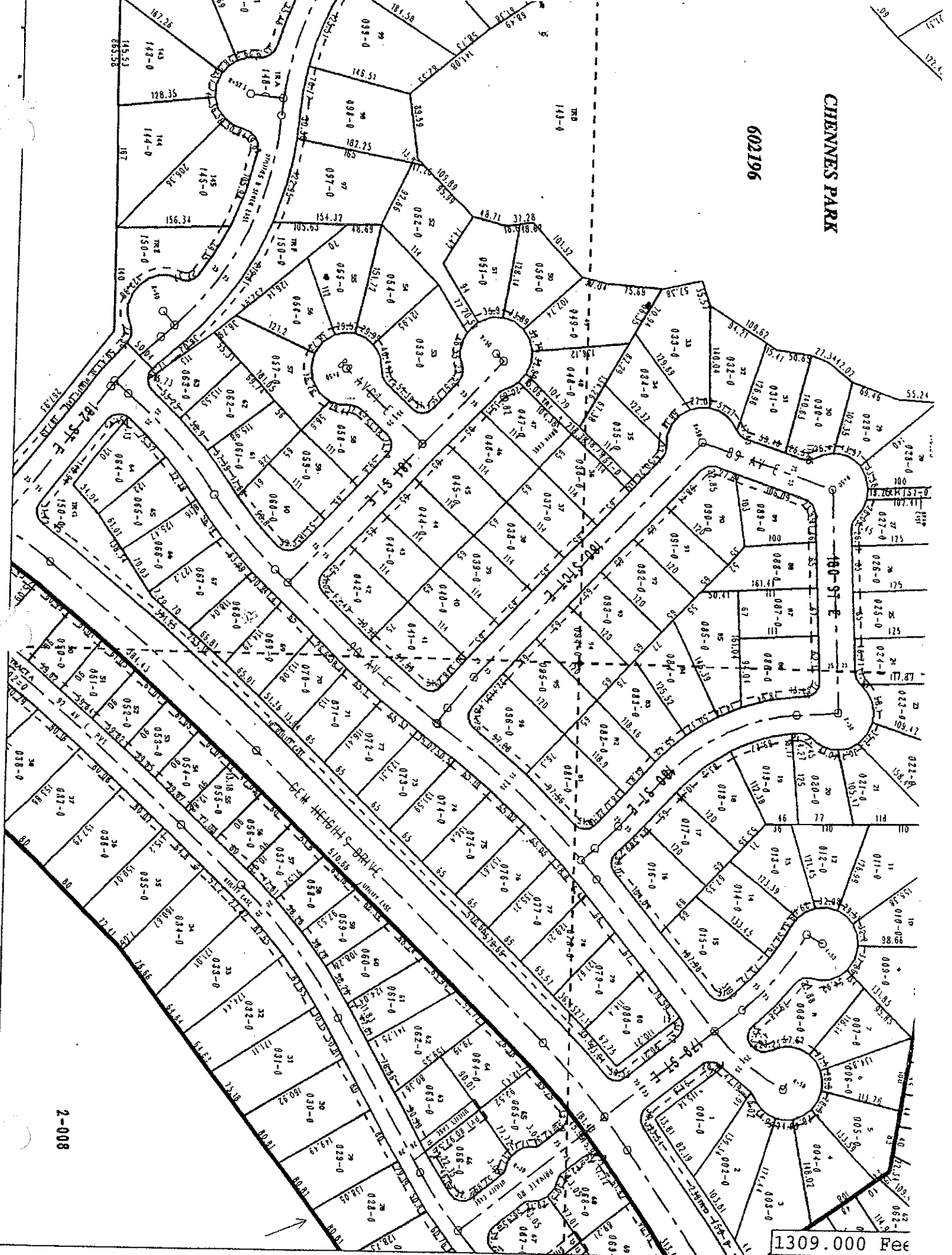
Judy K. Soucia
Signature

JUDY K. SOUCIA
Print Name

NOTARY PUBLIC in and for the State of Colorado, residing at 7000 E. Bellevue, S 350, Greenwood Village, Co
My commission expires 4/5/1999.

CHIENNES PARK

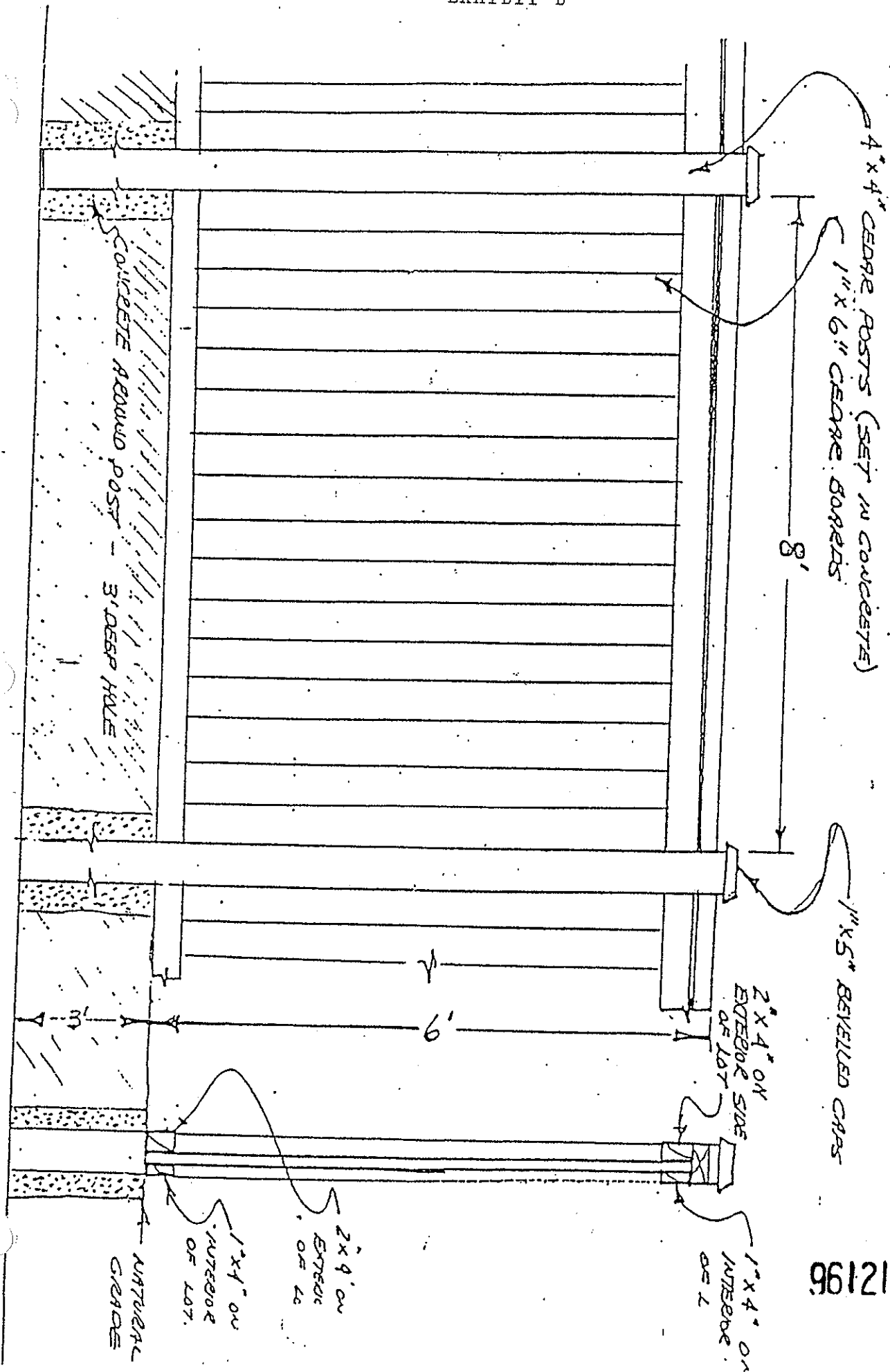
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ASHFORD AT SILVER CREEK



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EXHIBIT C

**CHENNES PARK PRIVATE
IMPROVEMENT MAINTENANCE AGREEMENT**

WHEREAS, RAINIER VISTA L.L.C. a Delaware limited liability company, hereinafter "RVLLC", is the current owner of the single-family residential subdivision commonly known as the plat of Chennes Park, which is legally described as:

Lots 1 through 145 of the Plat of Chennes Park, recorded under Pierce County Auditor's Fee No. 9610310509

located in Pierce County, Washington; and

WHEREAS, access to some of the lots is along common approved private roadways known as 182ND STREET EAST, 87TH AVENUE EAST and 178TH STREET COURT EAST; and

WHEREAS, this agreement pertains to that portion of said plat which is accessed by private roads ("Chennes Park Private"), which is legally described below and located in Pierce County, Washington; and

WHEREAS, all references to "Improvements" shall include all such roadways, street signs, all appurtenances and any and all related storm drainage facilities serving the lots in Chennes Park Private; and

WHEREAS, RVLLC desires to provide for the perpetual maintenance of said Improvements; and

WHEREAS, all management and appropriation of monies for said Improvements will be performed by the Chennes Park Private Homeowners Association, for the benefit of the individual owners of all lots within the private road portion of the plat;

NOW, THEREFORE, the undersigned declares as follows:

1. **Parcels of Property Affected:** This agreement shall run with the title to and bind the owners of Lots 97-145, inclusive, of the approved plat of Chennes Park, as recorded under Pierce County Auditor's Recording Number No. 9610310509. All parcels are located in Pierce County, Washington, and for purposes of this agreement shall be referred to as "Chennes Park Private." The legal description of the entire area encompassing said Improvements and all parcels affected herein is described as follows:

LEGAL DESCRIPTION

Lots 97-145, and Tract A of the Plat of Chennes Park, as described and depicted on the plat of Chennes Park, filed for record in the Office of the Pierce County Auditor on October 31, 1996, under recording No. 9610310509.

A map showing the general location of the Improvements and the affected parcels is attached as Exhibit A to this agreement, which exhibit is incorporated herein by this reference.

2. Construction of the Improvements: RVLLC has caused or will cause the construction and installation of the Improvements and appurtenances on the property described in Paragraph 1, and will convey the above-described real property to the Chennes Park Private Homeowners Association as soon as practical following recording of the final plat. Said construction shall be completed and/or bonded for completion as of the date of the recording of this Agreement. Said construction shall be to the standards imposed by Pierce County and/or all applicable regulatory bodies/organizations.

3. Proportionate Share: The owners of each individual lot in Chennes Park Private shall be entitled to the reasonable non-exclusive use of all of the Improvements and shall be responsible for an equal 1/49 share of all costs pertaining to the Improvements, including, but not limited to, maintenance and future Improvements; provided, however, that nothing in this Agreement shall be construed to alter, modify, or apportion liability for real property taxes, rates, charges, fees, levies, excises, regular and special assessments, and impositions of every kind and nature imposed by any governmental authority on the Improvements. The owners of the said 49 lots shall possess voting rights with respect to said Improvements in accordance with their lot ownership, i.e. one vote for each lot owned (hereinafter "lot ownership interest"). See Section below entitled "Order for Work - Procedure - Voting Rights". "70% vote" as used herein shall mean agreement by at least 70% of said lot ownership interests.

4. Maintenance of Improvements: The parties hereby agree that the Improvements shall be maintained in perpetuity within their present boundaries or such boundaries as may be agreed to by the official act of the (Private) Homeowners Association and approved, if necessary, by any governmental body having jurisdiction. The Improvements shall be maintained in reasonably good condition and repair, but in any event within minimum applicable governmental standards for such improvements, in order that all current and future owners may enjoy full and complete use of the parcels of real property affected hereby.

5. **Cost of Maintenance of Improvements:**

A. The cost of maintaining and repairing the Improvements shall be borne in proportionate shares by the ownership of each parcel of real property as determined in Paragraph 3 above. For determining charges, shared costs, maintenance, etc., each property served by this agreement shall be encumbered by the same percentage of such total cost as stipulated in Paragraph 3 above, except as specifically provided in B below.

B. *Extraordinary Use - Cost* - In the event that any owner(s) of property affected hereby should, by their use of the Improvements, cause them to be subjected to other than reasonable wear and tear and should such Improvements be damaged by such use, the owner(s) subjecting the Improvements to such extraordinary use shall have the obligation to repair such damage upon demand by the Homeowners Association or any property owner affected thereby, and to restore said Improvements to the condition existent prior to such use. All costs for repairing damage caused by such extraordinary use shall be borne by the owners subjecting the Improvements to such extraordinary use.

6. **Order for Work - Procedure:** The duly elected Board of Directors of the Chennes Park Private Homeowners Association shall determine, from time to time, the timing and extent of maintenance and repair work necessary to meet the minimum maintenance standards as set forth in Paragraph 3 above. The Board may contract for the performance of all such necessary work and shall assess the owners for the cost thereof in accordance with the provisions of this agreement and the By-Laws of the Association. Any individual lot owner in Chennes Park Private desiring to have additional or other (in addition to the routine maintenance approved by the Board in the previous sentence) maintenance or repair work done on the Improvements at common expense, shall submit a written request to the Board of Directors of the Chennes Park Private Homeowners Association explaining the nature, purpose and cost of the work desired. The Board shall thereupon call a special meeting of all members of the Association for the purpose of voting on the requested maintenance or repair. Said maintenance or repair shall require the affirmative vote of seventy percent (70%) of lot ownership interests represented at a duly called and constituted special meeting. If so approved, the Board shall contract for the performance of the approved work and the cost thereof shall be assessed against all owners as provided herein.

7. **Enforcement:** In the event that one or more of the owners fail to pay their share of the work done on the Improvements, pursuant to the provisions of Paragraphs 5 or 6 above, all of such non-paying owner's share of the costs of maintenance and/or improvement of the Improvements, together with all costs, expenses, attorney fees and interest at the rate of twelve percent (12%) per annum, expended to enforce this

Agreement against such non-paying owner, shall constitute a lien upon the property of such non-paying owner until paid. The Chennes Park Private Homeowners Association shall bring action against the non-paying owner or owners to foreclose said lien and collect the delinquent assessments if the same are not fully paid within eight (8) months following recordation of the aforesaid lien. The Association shall be entitled to all costs incurred in bringing an action for enforcement, including attorney fees incurred, and including consultation preceding legal action.

8. Benefit of Covenant: The rights and obligations set forth herein shall inure to the benefit of and be binding upon the heirs, successors or assigns of the owners of each lot within Chennes Park Private described above, and shall constitute a covenant running with each said parcel of real estate affected hereby, in perpetuity.

IN WITNESS WHEREOF, the Owner of Lots 97-145 of the Plat of Chennes Park has hereunto set its hand this 9th day of October, 1996.

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

By: BALFOUR HOLDINGS, INC.,
a Nevada corporation
Its Manager

By *James M. Ratkovic*
James M. Ratkovic

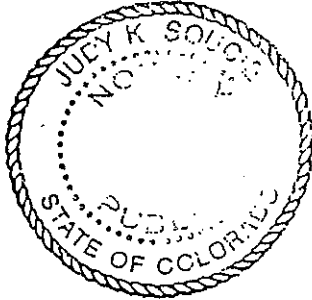
Its: Executive Vice President
Address: 7000 E. Belleview Avenue
Suite 350
Greenwood Village, CO 80111

STATE OF COLORADO)
) ss
County of Arapahoe)

On this 9 day of October, 1996, before me personally appeared James M. Ratkovic, to me known to be the Executive Vice President of Balfour Holdings, Inc., Manager of Rainier Vista L.L.C., a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said

company, for the uses and purposes therein mentioned, and on oath stated that said company authorized him to execute said instrument.

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



Judy K. Succi
NOTARY PUBLIC in and for the State
of Washington, residing at 7000 E. Britten Rd, #352
1017002 Greenwood Village, CO 80111
My commission expires 4/5/1999
Judy K. Succi
Printed Name of Notary

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PIERCE COUNTY
PLANNING AND LAND SERVICES DEPARTMENT
WETLAND AND/OR WETLAND BUFFER NOTICE

Tax Parcel Number(s): 0419332001 and 0419332002

Address: South side of 175th Street East, West of SR161

Legal description: "see attached"

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

2:15 PM

SEP 05 1996

Formal Subdivision, Short Plat, or Large Lot Map recording number:

Chenoweth Park

Present owner: RAINIER VISTA LLC

Size of wetland and buffer areas (in square feet) located on the property:
(Note: Do not include off-site wetland or buffer areas.)

Wetland A:	Category	On-Site Wetland Area	On-Site Buffer Area
	<u>II</u>	<u>283,673.60</u>	<u>280,142.97</u>

Others: (Please list on back of form.)

Total wetland and buffer area on-site: 303,817.47 SQ FT.

NOTICE: This property contains wetlands or wetland buffers as defined by Pierce County Code 17.12. Restrictions on use or alteration of the wetlands or wetland buffers may exist due to natural conditions of the property and resulting regulations.

Date 7-4-96

[Signature]
Signature of Owner

Attachments 2:

Wetland Approval

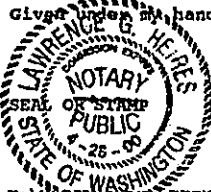
Final map or final binding site plan depicting the wetland and buffer areas (showing the delineation and calculated areas of any divisions of land and all wetland and wetland buffer areas, if applicable.)

STATE OF WASHINGTON)

COUNTY OF PIERCE)

On this 4th day of September, 19 96, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JIA TOSTI to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she/it signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 4th day of September, 19 96.



[Signature]
Notary Public in and for the State of Washington,

Residing at Puyallup

My commission expires 4-28-00

F:\WP\NOTICE\BUFNOTICE.896

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14-

APEX ENGINEERING PLLC
ATTN: SCOT SISSONS
2601 SW 55TH SUITE 200
TACOMA, WA 98409

BK 1 262PG3480

JULY 17, 1996
FILE #6723-1/0

**BOUNDARY FOR THE PLAT OF CHENNES PARK
LEGAL DESCRIPTION**

A PORTION OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M.,
PIERCE COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

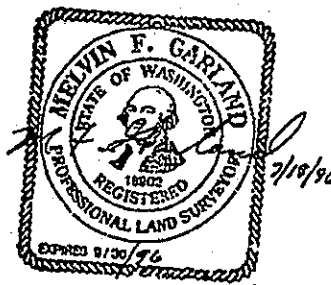
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 89°44'39" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 518.57 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°24'24" WEST 460.00 FEET; THENCE SOUTH 47°35'36" EAST 130.00 FEET; THENCE SOUTH 82°38'24" EAST 141.09 FEET; THENCE SOUTH 41°51'20" EAST 226.96 FEET; THENCE SOUTH 26°02'03" EAST 117.18 FEET; THENCE NORTH 87°17'37" EAST 578.40 FEET; THENCE SOUTH 81°11'45" EAST 467.00 FEET; THENCE SOUTH 34°56'45" EAST 250.00 FEET; THENCE NORTH 55°03'15" EAST 83.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE COUNTERCLOCKWISE ALONG SAID CURVE HAVING A RADIUS OF 965.00 FEET, THROUGH A CENTRAL ANGLE OF 54°30'18", AN ARC LENGTH OF 918.00 FEET TO A POINT PERPENDICULAR FROM AND 50.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 00°32'57" EAST PARALLEL WITH SAID EAST LINE 185.12 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST; THENCE COUNTERCLOCKWISE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°17'36", AN ARC LENGTH OF 31.52 FEET; THENCE NORTH 00°15'21" EAST 10.00 FEET, TO A POINT PERPENDICULAR FROM AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 89°44'39" EAST PARALLEL WITH SAID NORTH LINE 60.34 FEET; THENCE SOUTH 89°47'06" EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 59.63 FEET; THENCE SOUTH 00°12'54" WEST 10.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST AND TO WHICH POINT A RADIAL BEARS NORTH 00°12'54" EAST; THENCE COUNTERCLOCKWISE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°39'57", AN ARC LENGTH OF 39.12 FEET, TO A POINT PERPENDICULAR FROM AND 40.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00°32'57" WEST PARALLEL WITH SAID WEST LINE 185.78 FEET; THENCE CLOCKWISE ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1035.00 FEET, THROUGH A CENTRAL ANGLE OF 54°30'18" AN ARC LENGTH OF 984.59 FEET; THENCE SOUTH 55°03'15" WEST 313.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 945.00 FEET; THENCE COUNTERCLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'00" AN ARC DISTANCE OF 181.43 FEET; THENCE SOUTH 44°03'15" WEST 570.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3945.00 FEET; THENCE COUNTERCLOCKWISE ALONG SAID CURVE

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THROUGH A CENTRAL ANGLE OF 05°35'00" AN ARC DISTANCE OF 384.43 FEET; THENCE SOUTH 38°28'15" WEST 360.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 945.00 FEET; THENCE COUNTERCLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°31'40" AN ARC DISTANCE OF 552.99 FEET; THENCE NORTH 85°03'25" WEST 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST AND TO WHICH POINT A RADIAL BEARS NORTH 85°03'25" WEST; THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 87°03'15" AN ARC DISTANCE OF 37.98 FEET; THENCE NORTH 08°02'45" EAST 60.00 FEET; THENCE NORTH 82°06'40" WEST 40.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 620.00 FEET; THENCE CLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'42" AN ARC DISTANCE OF 124.21 FEET; THENCE NORTH 70°37'58" WEST 178.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 680.00 FEET; THENCE COUNTERCLOCKWISE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°02'21" AN ARC DISTANCE OF 225.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'19" WEST ALONG SAID SOUTH LINE 159.95 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 00°24'24" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 2659.90 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE NORTH 30.00 FEET OF SAID SECTION 33.

LEGALSTAMP



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CONDITIONS OF WETLAND APPROVAL
FOR
CHENNES PARK PHASE I PRELIMINARY PLAT
(FORMERLY: RAINIER VISTA PHASE I)

Project Description: Create a 156-lot subdivision on an 80.78-acre parcel containing a 2.38 acre Category II wetland and buffer.

Parcel Number: 0419332001 and 0419332002

Site Address: On South Side of 176th Street East, West of SR161

Wetland Application No. 156151

Date of Issuance: 9/5/96

Date of Expiration: 9/5/99

The following conditions are based upon the site visits conducted by Pierce County Planning and Land Services Department staff, the Wetland Application, the revised wetland report titled: "Wetland Analysis for Chenes Park Phase I Preliminary Plat," prepared by Pac-Tech Engineering, Inc. and dated March 3, 1994.

These conditions apply to the on-site wetland and undisturbed buffer. The wetland has been categorized as a Category II wetland. Category II wetlands have a minimum buffer width of 100 feet.

This Wetland Approval contains conditions which have been placed on the site to allow for the development of the preliminary plat within three years from the date of issuance. At the end of three years, any building which was not completed, and any newly proposed construction must undergo additional wetland review. If none of the approved activities or construction occurs on the site in three years, the site is still subject to all existing wetland regulations and additional review may be required. Construction of any part of the proposal validates the wetland approval and requires that the conditions be met.

The issuance of this wetland approval does not constitute approval of this project by other departments or agencies with jurisdiction. The applicant must comply with all other applicable requirements of Pierce County Departments and other state and federal agencies with jurisdiction.

Further development on this site may require additional environmental and wetland review.

Please be advised that Pierce County Planning and Land Services may suspend or revoke this approval if the applicant has not complied with any or all of the conditions or limitations set forth in the approval, has exceeded the scope of work set forth in the approval, or has failed to undertake the project in the manner set forth in the approved application. In addition, the Department is charged with the enforcement of the Wetland Management Regulation, and is authorized to issue violation notices and administrative orders, levy fines, and/or institute legal actions in court.

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WETLAND CONDITIONS:

1. For the information of future lot owners, the following activities within the wetland and its buffer, unless exempted by Section 17.12.050 of the Pierce County Wetland Management Regulations, are regulated:
 - a. Removing, excavating, disturbing or dredging soil, sand, gravel, minerals, organic matter or materials of any kind;
 - b. Dumping, discharging or filling;
 - c. Draining, flooding or disturbing the water level or water table. In addition, an activity which involves intentional draining, flooding or disturbing the water level or water table in a wetland, in which the activity itself occurs outside the wetland and buffer, shall be considered a regulated activity;
 - d. Driving piling or placing obstructions, including placement of utility lines;
 - e. Constructing, reconstructing, demolishing or altering the size of any structure or infrastructure;
 - f. Altering the character of a wetland by destroying or altering vegetation through clearing, harvesting, cutting, intentional burning, shading or planting;
 - g. Activities which result in significant changes in water temperature or physical or chemical characteristics of wetland water sources, including changes in quantity of water and pollutant level;
 - h. Application of pesticides, fertilizers and/or other chemicals, unless demonstrated not to be harmful to wetland habitat or wildlife; and
 - i. The division or redivision of land.
2. A building setback line of eight feet shall be established from the edge of the wetland buffer. No above-ground structures shall be placed in this area, with the exception of curbs.
3. All wetlands and wetland buffer areas shall be contained within a tract of land separate from building lots and shall be labeled "Undisturbed Wetland and Buffer Tract" on the face of the final plat. Wetlands and buffers shall remain in a natural condition. There shall be no clearing or other kind of vegetation removal, grading, filling, or construction of any kind within the undisturbed wetland and buffer tract. Property owners shall have undivided interest in wetland tracts, unless an alternate method of wetland tract ownership is approved by Pierce County.
4. A minimum 100-foot buffer shall be established along the edge of the wetland. Buffers shall remain in a natural condition. There shall be no clearing, or other vegetation removal, grading, filling, or construction of any kind within this undisturbed buffer area, except as approved by Pierce County.

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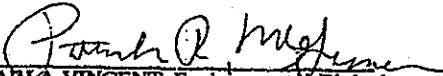
5. The following notes shall be placed on the face of the final plat under Planning and Land Services Comments:
- a. The undisturbed wetland and buffer tract appearing on this plat, which contain wetlands or their buffers shall remain in a natural undeveloped state. The wetland buffer zones contain areas of mature, native vegetation intended to buffer wetlands from adverse affects of development and use of lots by homeowners. There shall be no clearing or other vegetation removal, grading, filling, or construction of any kind within this tract, except as shown on plans or documents approved by the Director of Pierce County Planning and Land Services and contained in the official files for this project. Property owners shall have undivided interest in wetland tracts, unless an alternate method of wetland tract ownership is approved by Pierce County.
 - b. All down and dead woody material, including logs and fallen branches shall be left in the wetland and its buffer to provide structure, habitat, and nutrients to the wetland system.
 - c. All snags (dead trees) and perch trees (trees with broken tops or limbs) shall be left in the wetland and its buffer as they provide an important wildlife habitat component to the buffer and wetland. "Danger trees" may only be removed with approval of Pierce County Planning and Land Services.
 - d. All exotic or invasive vegetation and all weeds listed on the State Noxious Weed List may be removed from the wetland and buffer by clipping, hand pulling, hand digging or by an alternative plan upon approval of a plan by Pierce County Planning and Land Services.
 - e. The use of herbicides, pesticides, insecticides, rodenticides, and fungicides in the wetland or buffer is prohibited unless approved by Pierce County Planning and Land Services.
 - f. Construction materials, land clearing debris, lawn clipping and other garden debris shall not be placed in the wetland or buffer.
 - g. The wetland boundary was delineated by PAC-TECH Engineering, Inc., in January of 1993, and was field surveyed by PAC-TECH Engineering, Inc.
6. Burning of land clearing slash and other materials in the wetland or buffer is prohibited.
7. A silt fence shall be placed along the wetland buffer before any clearing, grading, timber harvesting, or construction begins, and shall be maintained throughout the construction period. The fence shall not be removed until new vegetation has been established and erosion is controlled.
8. During any clearing or site development activities, all trees and shrubs which are out, shall be directed to fall outside of the wetland and wetland buffer to minimize disturbance of buffer and wetland vegetation.

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9. All appliances, tires and other non-organic trash shall be removed from the wetland and its buffer. Items shall be disposed of at an approved solid waste handling facility prior to final plat approval.

Reviewed and Approved by:


CARLA VINCENT, Environmental Biologist

CV:jm
LTRM:CV

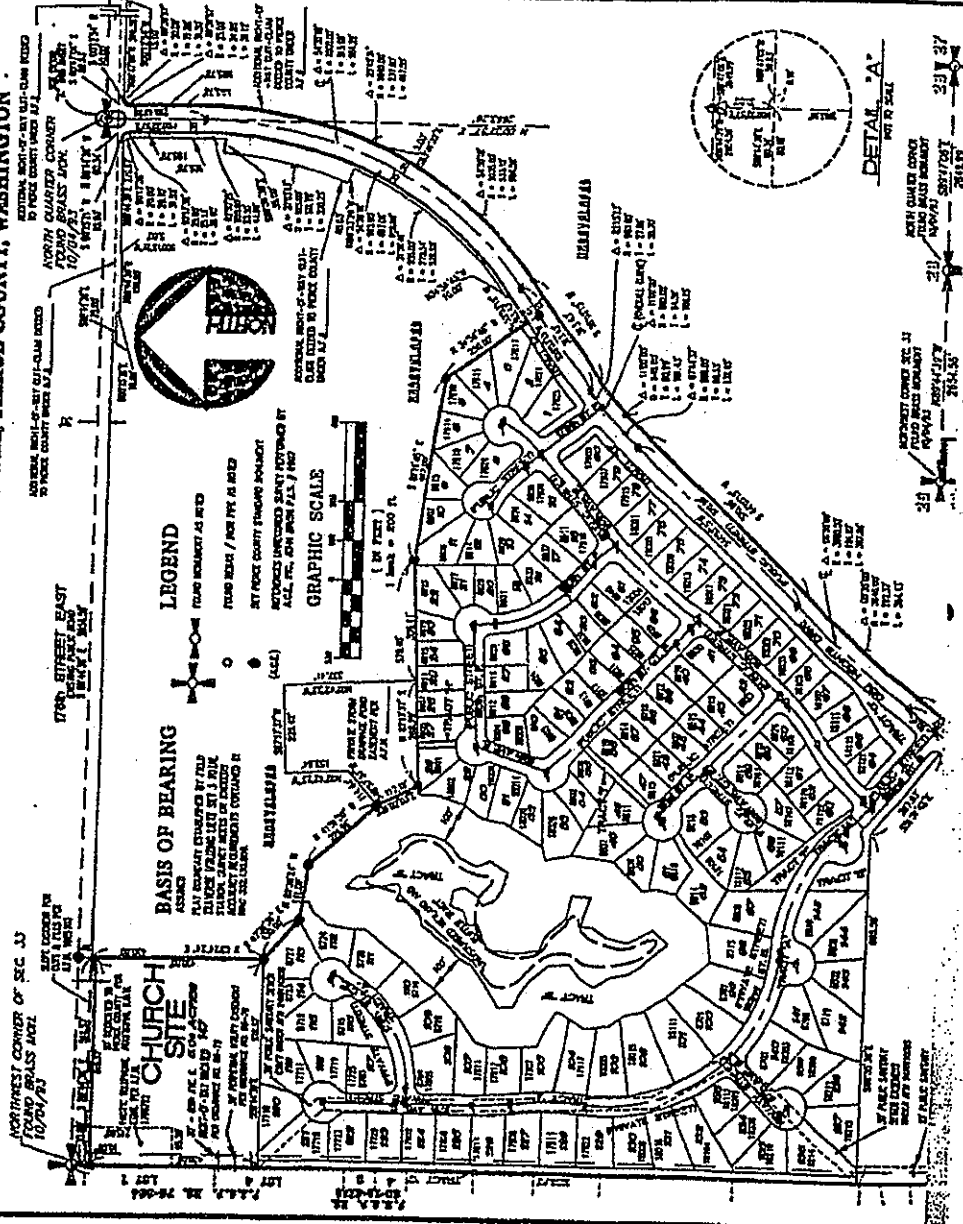
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CHENNES PARK

SHEET 1 OF 10
N.W. 1/4 OF THE S.W. 1/4, THE N.W. 1/4 OF THE N.E. 1/4, AND THE N.W. 1/4, N.E. 1/4, S.E. 1/4 & SW. 1/4 OF THE N.W. 1/4 OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M., FIERCE COUNTY, WASHINGTON



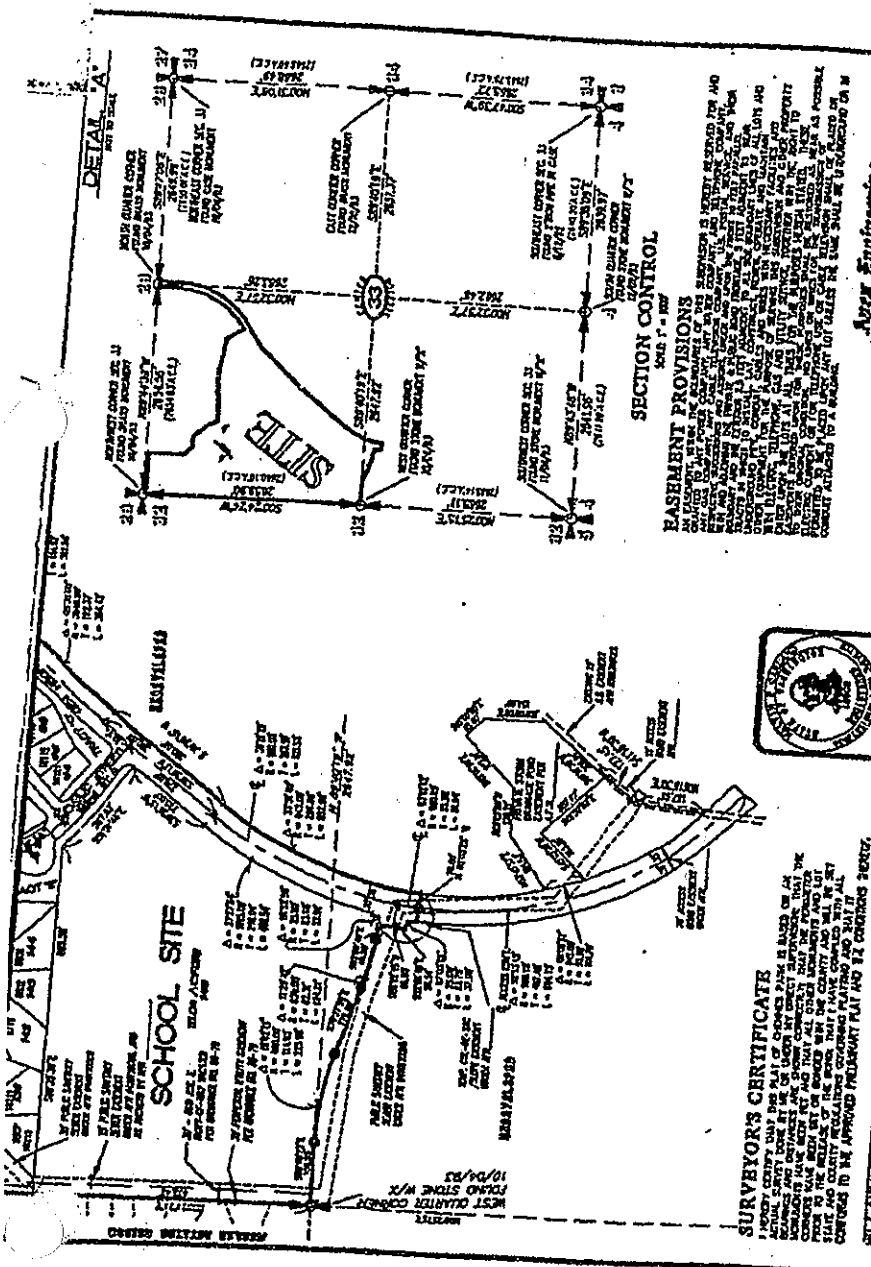
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JOB NO. 87231

WETLAND APPLICATION No. 156151



SURVEYOR'S CERTIFICATE

I, MARYLAND COUNTY, HAVE BEEN CALLED ON BY THE BOARD OF SUPERVISORS OF MARYLAND COUNTY TO SURVEY THE ABOVE DESCRIBED TRACT OF LAND, AND TO DETERMINE THE BOUNDARIES AND EASEMENTS THEREON, AND TO PREPARE A MAP THEREOF, WHICH I HAVE DONE AND WILL BE SET ON FILE WITH THE BOARD OF SUPERVISORS OF MARYLAND COUNTY AND WILL BE FULLY CONFIRMED TO THE APPROVED INSTRUMENT FILED AND IS CORRECT AND TRUE.

WITNESSED MY HAND AND SEAL OF OFFICE THIS 15th DAY OF MARCH, 1965.

W. S. DUNN, L.S. 15, 1953

EASEMENT PROVISIONS

ALL EASEMENTS AND INTERESTS IN THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP. THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP. THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP. THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP.

SECTION CONTROL

SECTION CONTROL IS HEREBY RECORDED AND MADE A PART OF THIS MAP. THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP. THE SEVERALS ARE HEREBY RECORDED AND MADE A PART OF THIS MAP.

APRIL ENGINEERING, INC.

A PROFESSIONAL ENGINEERING FIRM

201 South 2nd Street, Suite 202
 Annapolis, Maryland 21401
 (301) 251-7114

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