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 04-30-2003 03:34pm \$48.00  
 PIERCE COUNTY, WASHINGTON

Recording requested by  
 and return to:

Heller Ehrman White & McAuliffe  
 701 5<sup>th</sup> Avenue, Suite 6100  
 Seattle, WA 98104  
 Attn: Jennifer Dike, Esq.

**Reference Nos. of Related Documents:** 962120005, 9612240018, 9810140660, 200208221188, 200111140861

**Grantor:** LB SILVER CREEK LLC

**Grantee:** LB SILVER CREEK LLC

**Abbreviated Legal Description:** SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, THE WEST 3/4ths

Additional legal on EXHIBIT A of document.

**Assessor's Tax Parcel Nos.**

041933-3-010

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

THIS SUPPLEMENTARY DECLARATION is made by LB SILVER CREEK LLC, a Delaware limited liability company ("Declarant") and has an effective date as of the date this Supplementary Declaration is recorded in the records of Pierce County, Washington.

**RECITALS**

A. Declarant is the owner of certain real property situated in the County of Pierce, State of Washington which is more particularly described in 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 December 12, 1996 under Pierce County number 962120005 and re-recorded December 24, 1996 under Pierce County number 9612240018, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on October 14, 1998 under Pierce County number 9810140660 and re-recorded August 22, 2002 under Pierce County number 200208221188 and by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Silver Creek as recorded on November 14, 2001 under Pierce County number 200111140861 (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 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 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 Defined Terms: Unless specifically defined in this Supplementary Declaration, all capitalized terms used in this Supplementary Declaration shall have the same meaning as set forth in the Declaration.

Section 1.2 "Commencement of Construction" and all of its verb or non variants, such as "commence to be constructed," shall mean the earlier of (a) commencement of excavation on a Lot and (b) the commencement of the pouring of any footing or any part of a slab for a Living Unit.

Section 1.3 "Plans" shall have the meaning set forth in Section 2.2.2

Section 1.4 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto.

Section 1.5 "Supplementary Declaration" shall mean and refer to the instrument, as the same may be modified or amended of record from time to time.

## 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 interest 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 Submissions and Approval of Plans

2.2.1 Construction. No Living Unit or other structure or improvement covered in Section 6.2 of the Declaration shall commence to be constructed or caused to be constructed on any Lot unless the Plans therefor shall first have been approved in writing by the Architectural Control Committee. The Architectural Control Committee's approval of any Plan 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 Submissions. 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 fencing and surface water run-off control plans, a site plan showing the location of all proposed Living Units (the above items shall be collectively referred to therein as the "Plans").

2.2.3 Approval. The Architectural Control Committee may withhold its approval due to violations of those items identified in Section 2.4. The Architectural Control Committee's approval or disapproval of the Plans shall be made within ten (10) days of submission 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.

Failure of the Architectural Control Committee to approve, disapprove, or make recommendations for change within said ten (10) day period shall constitute an approval of the Plans as submitted. Except for violation of those restrictions specifically set forth in Sections 2.3 through 2.5 of this Supplementary Declaration, if no suit by the Architectural Control Committee challenging any construction has been commenced within six (6) months after completion of construction, 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, Placements, and Setbacks.

2.3.1 Floor Area. "Floor area" shall mean the number of square feet, measured from the outside of the surrounding exterior walls, of all floors or portions of floors as indicated in the floor area calculations stated in the building permit (the "Building Permit") statement of floor areas and fees issued by Pierce County for the Living Unit, excluding, however, floor area shown in the Building Permit as garage floor area, unenclosed porch or deck area or unheated basement floor area. The floor area of the Living Unit, with the exclusion of open porches and garages, shall be not less than 920 square feet nor more than 4,200 square feet.

2.3.2 Applicable Laws. 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 these Supplementary Declarations, the more stringent standard shall govern.

Section 2.4 Design Standards. Unless otherwise approved in writing by the Architectural Control Committee prior to Commencement of Construction, the following design/construction requirement shall apply:

2.4.1 Roofing. All roofs shall have a minimum slope of 4-12 (4 inches of rise for each foot of run) and shall be constructed of concrete tile, composition roofing designated as Premium Laminate Asphalt/Fiberglass 25-year minimum manufacturer's guaranteed shingle. Composition roofing designated as asphalt/fiberglass 20-year minimum manufacturer's guaranteed shingle may only be used provided that a selection of at least two colors are available. Roofing colors will be compatible with surrounding area; no primary colors will be allowed. Notwithstanding anything to the contrary, no roof shall be constructed of wood shake and the Architectural Control Committee shall have no authority to grant any exception approving the use of wood shake as roofing material.

2.4.2 Siding. All siding material, other than masonry, stucco, or vinyl, shall be wood or cement composite or approved panel goods. The panel goods shall be of no less grade or quality than those known by the trade names "Hardi Plank" or Louisiana Pacific "Smart Panel", or "T- 111". Panel goods shall have some decorative detail such as a 4" or 8" vertical or horizontal groove. Panel goods shall be

restricted to the sides and rear elevations of the homes on which it is installed; however, in no case will panel goods be installed on the sides or rear of those homes facing immediately adjacent to a street. All siding will be stained or painted with those colors noted in Section 2.4.10.

2.4.3 Windows. All window frames and sashes must be made of wood, painted enamel, vinyl or anodized aluminum. Mill finish or silver appearance is not acceptable.

2.4.4 Entry Walks, Porches and Decks. All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of wood products, wood byproducts or industry accepted alternatives.

2.4.5 Driveways. All driveways shall be exposed aggregate.

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

2.4.7 Garages. Garages shall be provided for each Living Unit. There must be a minimum of a two-car garage. A driveway serving an attached or a detached garage must be paved according to Paragraph 2.4.5 thereof.

2.4.8 Antenna. No Lot Owner shall be permitted to install, erect and/or maintain any antenna, including satellite dishes, except small satellite dishes which are not more than one (1) meter in diameter. Acceptable satellite dishes shall be installed so as not to be visible from any street and must receive Architectural Control Committee approval as to location.

2.4.9 Fences. Fences shall be per the detail in Exhibit B, with the location subject to Architectural Control Committee approval; provided that fences that face Gem Heights Drive shall match the fence design across the street in Hillsboro. The Architectural Control Committee must approve all fence and retaining wall locations PRIOR TO installation.

2.4.10 Color. Initial colors shall be pursuant to those identified in Exhibit D or its equivalent equal. Successive repaints and or stains of residences shall be in conformance with those originally approved. Any changes must be approved in advance in writing by the Architectural Control Committee.

2.4.11 Remodels and Additions. Any additions or remodels for which the outside elevation or structure is visible to the surrounding residences shall be subject to review and approval of the Architectural Control Committee prior to submission by an Owner to the appropriate approving governmental agencies for any permits. Such additions or remodels shall be completed in a timely manner, but in no case shall exceed a duration of twelve (12) months from date of Commencement of

## Construction.

### 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 hydro seed with a minimum of one 2" caliper or better deciduous tree. Rear yards along with the remainder of the side yard, if any, must be completed within twelve (12) months of the homeowner closing escrow. Should homeowner fail to complete rear and side yard landscaping as defined herein, the Association shall have the right to cause to be installed a weed membrane on which will be placed decorative cedar or redwood bark and two 2" caliper deciduous trees in those areas wherein homeowner has failed to complete the required landscaping. The cost accrued by the Association will be billed to the homeowner plus a 25% of cost management fee, all accruing an interest rate of 1-1/2% per month or as may be allowed by law until paid. 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, matching grass to grass at the curb/sidewalk.

2.5.2 Fences. Any type of chain link, or metal fence, is specifically prohibited unless it is used for Architectural Control Committee approved kennel uses which must not be visible from any street. Fences, walls, or shrubs are permitted to delineate the lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot.

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 Living Unit or elsewhere on a Lot that is visible from a street or roadway. Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall be emptied regularly and their contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited.

2.5.4 Vehicles. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks (other than common "pick-ups"), motorcycles, motorbikes, all-terrain vehicles 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 or on the street for more than forty-eight (48) hours. Vehicles may be parked only on cement or concrete surfaces on an owner's 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 said 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 Weapons. No firearms of any kind or nature, including bows, slingshots, BB guns, or any other like weapon, shall be fired within the Property except by appropriate governmental officials. No hunting is allowed anywhere within the Property.

2.5.6 Playground Type Apparatus. Any installation, either temporary or permanent, of playground or recreational equipment, including but not limited to Big Toys, Jungle Gyms, swing sets, basketball backboard and hoops, slides and playhouse must have written Architectural Control Committee approval as to location, size, color, etc., PRIOR to installation. In any case no such equipment will be allowed in any yard adjacent to a street or sidewalk. 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 Lot Owner shall be responsible for all costs of removal plus a twenty-five percent (25%) 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.

2.5.7 Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.

2.5.8 Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation of shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.

2.5.9 Building Setbacks. Setback requirements for all residences in the Plat shall be established in accord with relevant public zoning

ordinances. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

2.5.10 Signs. The provisions of the Declaration contained in Article 6, Section 6.10, apply to the Property. Subject to Declarant's approval, which shall not be unreasonably withheld, Promotional Signs may be used by a builder to advertise the property during the construction and sales period. These additional signs are subject to the property owner's consent, if on private property, and the rules and regulations of Pierce County.

2.5.11 Animals. No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board will give the Owner ten (10) days' written notice of the violation. Such violations must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a fine of \$25 per day. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article XIV, Section 4 of the Declaration. If a Lot Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Lot Owner to remove such structure.

2.5.12 Protection of Native Trees. Homeowners shall not cut down native trees located on Lots within the Plat unless such trees are dead. It shall be necessary for homeowners to obtain the permission of the Architectural Control Committee before cutting or pruning such trees. This provision only applies to native trees in the Plat when the Declarant commenced development and shall not apply to trees which owner's plant on their Lots.

### ARTICLE 3 CONTRIBUTIONS AND ASSESSMENTS

Section 3.1 Initial Contributions. At the time a Lot is purchased from Declarant, other than by a Participating Builder, the Owner shall make an initial Two Hundred Fifty Dollar (\$250.00) contribution to the Association through the closing escrow which contribution shall be used by the Association to partially reimburse Declarant for expenses incurred in connection with the Lot prior to such purchase.

Section 3.2 Assessments. Each Owner shall be responsible for the other



assessments required pursuant to or in connection with the Declaration.

Section 3.3 Supplemental Assessment. Each Owner in Country Hollow, including Country Hollow West, at Silver Creek shall pay a supplemental assessment to the Association for the maintenance of the landscaping and boulevard areas and the operation and maintenance of the entry gates to Country Hollow at Silver Creek. The initial annual supplemental assessment shall be one hundred twenty dollars (\$120.00) per lot.

Section 3.4 Private Road Maintenance. Each Owner in Country Hollow, including Country Hollow West, at Silver Creek shall also be subject to the rights and obligations as set forth in the Private Improvement Maintenance Agreement, a copy of which is attached hereto as Exhibit C.

Section 3.5 Exception. Notwithstanding anything contained in this Supplementary Declaration or any exhibit hereto, Declarant shall have no obligation to pay any assessment with respect to any Lot owned by it.

#### 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 purpose 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 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 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 Fee and Clear of Liens. A First Mortgagee or other secured party acquiring title to a Lot or Living Unit through foreclosure, suit,

dead 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 Units foreclosed against as a common expense, in which case it shall prorate such unpaid assessment 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 assessment 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** 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 purpose 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, the Architectural Control Committee, 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.

**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, and each of their heirs, executors, administrators, successors, grantees and assigns. Each instrument 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 the instrument is subject to the terms of this Supplementary Declaration as if fully set forth therein; provided, however, all terms and provisions of this Supplementary Declaration shall be binding upon all successors in interest despite an absence of reference to this Supplementary Declaration in the instrument of conveyance, lease or sublease.

Section 5.4 In addition to all other remedies contained herein, the Architectural Control Committee may notify any Owner of a violation of the covenants and/or conditions contained herein and after a reasonable period of time may take such action as is necessary to remedy or correct such violation. The expenses for the remedy and/or correction shall be billed to the Lot Owner, and if not paid within ninety (90) days of the notice shall constitute an additional lien upon the Lot and/or Living Unit which may be foreclosed pursuant to the Declaration.

Section 5.5 In the event the Association, in the judgment of Pierce County, fails to maintain the storm drainage facilities owned by the Association in the Plat, or if the Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Association agrees to the following remedy: after 30 days notice by registered mail to the Association, the County may assess financial sanctions (pursuant to Pierce County Code Section 18C10.120) and/or initiate enforcement proceedings. In the event Pierce County determines the lack of maintenance has resulted in a situation of eminent danger to life, limb or property, Pierce County may correct the problem as necessary to restore the full design capacity of the drainage system. In such event, Pierce County may bill the Association for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by Pierce County, including attorney's fees and expert's fees should legal action be required to collect such payment, shall be borne by the Association.

## ARTICLE 6 AMENDMENT AND REVOCATION

Section 6.1 Amendment by Declarant or Association. This Supplementary Declaration may be amended in the same manner as the Declaration may be amended pursuant to 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, conditions or restrictions.

Section 7.2 Attorney's Fees. In the event of a suit or action to enforce any provisions of this Supplementary Declaration or the Declaration, including an action for declaratory relief, 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 report and all attorney's fees and charges, paralegal fees and charges and other professional or consultants fees and charges that the prevailing party has incurred in connection with the suit 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 this Lot or Living Unit, may avoid or diminish the burden or obligations imposed by the Supplementary Declaration.

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 (in the case of a Notice to Declarant, the Association, the Architectural Control Committee or to fewer than all Owners), or if mailed first-class postage prepaid (in the case of 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.

*[Handwritten signature]* 12

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 "Country Hollow at Silver Creek." Declarant hereby reserves the right to use the name "Country Hollow at Silver Creek," "Country Hollow West at Silver Creek" and related names in connection with Declarant's sale and development activities for the Property, and the names "Country Hollow at Silver Creek" and "Country Hollow West 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 purpose of determining time periods specified therein.


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 as of the day and year first above written.

DECLARANT:

LB SILVER CREEK LLC,  
a Delaware limited liability company,

By: PAMI LLC,  
a Delaware limited liability company,  
Managing Member

By:   
Name: DAVID BRODERICK  
Authorized Signatory

State of New York )

) ss.:

County of New York )

I certify that I know or have satisfactory evidence that DAVID BRADERICK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of PAMI LLC, a Delaware limited liability company, the managing member of LB SILVER CREEK LLC, a Delaware limited liability company, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

PERLA PRICE  
NOTARY PUBLIC, State of New York  
No. 01PR6086303  
Qualified in New York County  
Commission Expires January 21, 2007



(Signature)

Perla Price

(Typed or printed name)

NOTARY PUBLIC in and for the State of  
New York, residing at New York

**EXHIBIT A**

**Supplementary Declaration of Covenants, Conditions and Restrictions  
for Country Hollow at Silver Creek**

**Legal Description of Property**

[See attached]



April 24, 2003  
File # 26156/16

**LEGAL DESCRIPTION  
COUNTRY HOLLOW DIVISION 1 PHASE 1**

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 00°24'24" WEST ALONG THE WEST LINE THEREOF 2659.90 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 89°40'19" EAST ALONG THE EAST-WEST CENTER LINE OF SAID SECTION A DISTANCE OF 1672.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 39°39'51" EAST 33.77 FEET; THENCE NORTH 53°32'09" EAST 16.29 FEET; THENCE SOUTH 40°35'22" EAST 108.75 TO A POINT ON NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 40°35'22" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE 27.00 FEET THROUGH A CENTRAL ANGLE OF 04°07'31"; THENCE SOUTH 36°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 36°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 100.56 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 106.84 FEET THROUGH A CENTRAL ANGLE OF 13°36'12"; THENCE NORTH 15°52'28" EAST 102.03 FEET; THENCE SOUTH 66°33'20" EAST 96.01 FEET; THENCE SOUTH 58°52'41" EAST 171.27 FEET; THENCE SOUTH 31°07'19" WEST 100.00 FEET; THENCE SOUTH 58°52'41" EAST 14.45 FEET; THENCE SOUTH 31°07'19" WEST 160.00 FEET; THENCE NORTH 58°52'41" WEST 153.96 FEET; THENCE NORTH 69°16'01" WEST 145.27 FEET; THENCE NORTH 87°54'32" WEST 226.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 655.00 FEET AND TO WHICH POINT A RADIAL BEARS SOUTH 76°54'26" EAST; THENCE SOUTHERLY ALONG SAID CURVE 273.69 FEET THROUGH A CENTRAL ANGLE OF 23°56'28" TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET AND TO WHICH POINT A RADIAL BEARS NORTH 66°14'01" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE 155.83 FEET THROUGH A CENTRAL ANGLE OF 162°20'23" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE ALONG SAID CURVE 13.76 FEET THROUGH A CENTRAL ANGLE OF 52°34'22" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 600.00 FEET; THENCE ALONG SAID CURVE 24.77 FEET THROUGH A CENTRAL ANGLE OF 02°21'56"; THENCE NORTH 17°43'00" WEST 138.29 FEET; THENCE NORTH 40°45'21" EAST 255.89 FEET; THENCE

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CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND TO  
WHICH POINT A RADIAL BEARS SOUTH 21°55'28" EAST; THENCE NORTHEASTERLY  
ALONG SAID CURVE 42.13 FEET THROUGH A CENTRAL ANGLE OF 48°16'47";  
THENCE SOUTH 70°12'15" EAST 68.34 FEET; THENCE NORTH 39°39'51" EAST 70.63  
FEET TO THE POINT OF BEGINNING.

DPE/lmm



I:\SilverCreek\26156\docs-rpts\legals\stamped\_dpe042403

**EXHIBIT B**

**Supplementary Declaration of Covenants, Conditions and Restrictions  
for Country Hollow at Silver Creek**

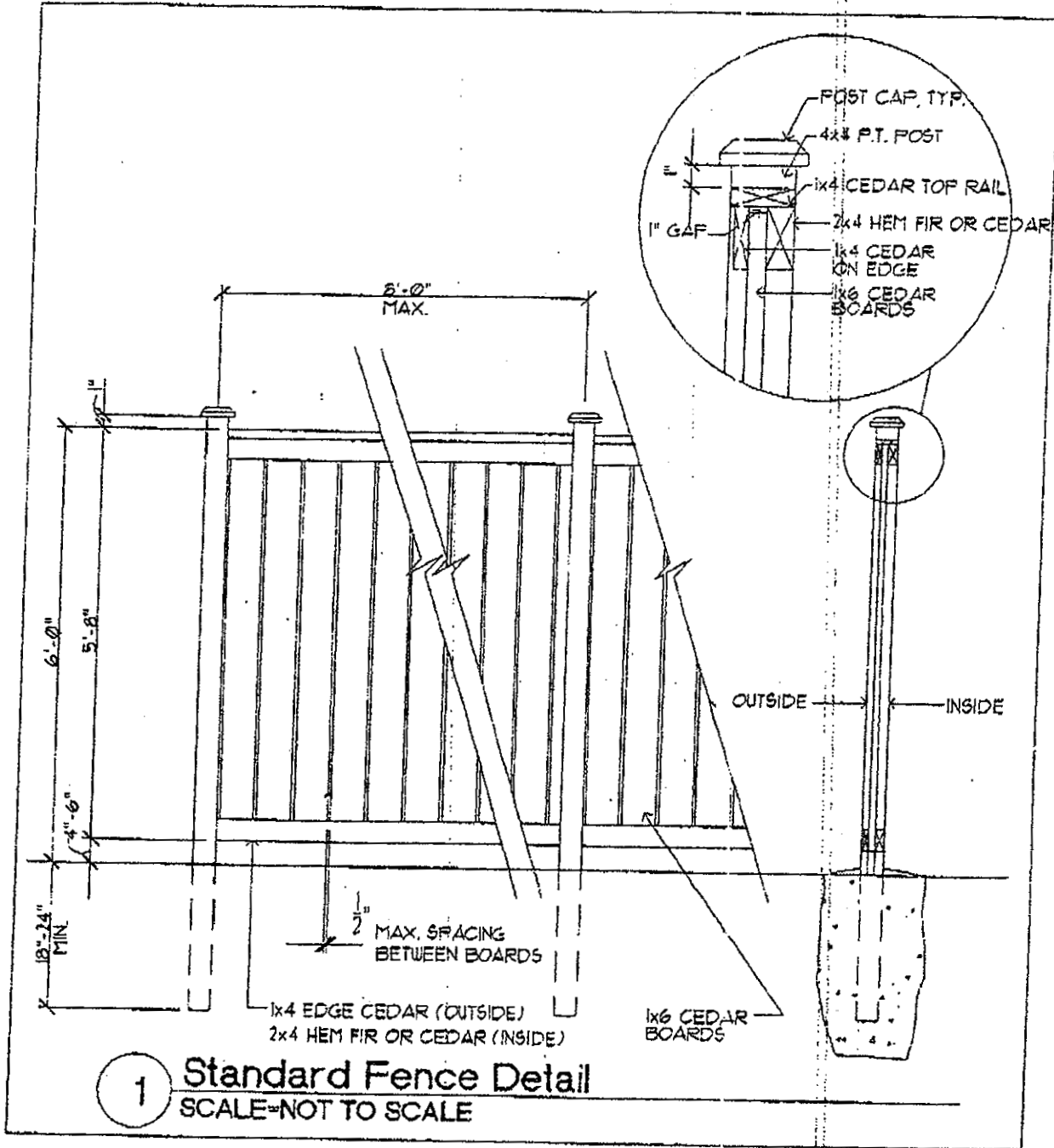
**Fence Detail**

**[See attached.]**

TYP

# EXHIBIT "B"

1/14/01



FENCE TO BE LEFT NATURAL (OR IF THEY CHOOSE THE BUYER MAY STAIN WITH:  
 PAINT : RODDA "RURAL MANOR" (1/2 CEDAR, 1/2 CLEAR) SEMI-TRANSPARENT

**EXHIBIT C**

**Supplementary Declaration of Covenants, Conditions and Restrictions  
for Country Hollow at Silver Creek**

**Private Improvement Maintenance Agreement**

**[See attached]**

EXHIBIT C

Recording requested by  
and return to:

Heller Ehrman White & McAuliffe  
701 5<sup>th</sup> Avenue, Suite 6100  
Seattle, WA 98104  
Attn: Jennifer Dike, Esq.

**Document Title:** COUNTRY HOLLOW PRIVATE  
IMPROVEMENT MAINTENANCE  
AGREEMENT

**Reference Nos. of Related Documents:** 200304305011

**Grantor:** LB SILVER CREEK LLC

**Grantee:** LB SILVER CREEK LLC

**Abbreviated Legal Description:** SECTION 33, TOWNSHIP 19 NORTH,  
RANGE 4 EAST OF THE WILLAMETTE  
MERIDIAN, THE WEST 3/4ths

Additional legal on EXHIBIT A of document.

**Assessor's Tax Parcel Nos.** 041933-3-010

**COUNTRY HOLLOW PRIVATE  
IMPROVEMENT MAINTENANCE AGREEMENT**

WHEREAS, LB SILVER CREEK LLC, a Delaware limited liability company ("Declarant") is the current owner of the property commonly known as Country Hollow at Silver Creek, including Country Hollow West at Silver Creek PDD, located in Pierce County, Washington and which is legally described on attached Exhibit A (the "Property").

WHEREAS, Declarant plans to record a subdivision of the Property and access to some of the lots in the subdivision is or will be along common approved private roadways located within the Property (the "Improvements").

WHEREAS, all references to "Improvements" shall include all the common approved private roadways located within the Property constructed by Declarant on the Property, together with all street signs, related storm drainage facilities and all related appurtenances thereon serving the lots in the Property.

WHEREAS Declarant 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 Silver Creek Association, a Washington not-for-profit corporation ("Association") for the benefit of the individual owners of all lots within the Property;

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 in the Property.
2. Construction of the Improvements: Declarant has caused or will cause the construction and installation of the Improvements and appurtenances on the Property, and will convey the Improvements to the Association as soon as practical following recording of the final plats. 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 the Property shall be entitled to the reasonable non-exclusive use of all of the Improvements and

shall be responsible for a share of all costs pertaining to the Improvements, including, but not limited to, maintenance and future Improvements, in an amount equal to the total cost divided by the total number of lots in the Property; 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 land and nature, imposed by any governmental authority on the Improvements. The owners of lots in the Property 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 Improvement: 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 Association and approved, if necessary, by any governmental body having jurisdiction. The Improvements shall be maintained by the Association 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 lot of real property as determined in paragraph 3 above. For determining charges, shared costs, maintenance, etc., each lot 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 owners subjecting the Improvements to such extraordinary use shall have the obligation to repair such damage upon demand by the 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 - Voting Rights: The duly elected Board of Directors of the Association shall determine from time to time, the timing and



extent of maintenance and repair work, and in any event shall cause the maintenance and repair work necessary to meet the minimum maintenance standards as set forth in Paragraph 3 above to be performed in a timely and diligent manner. 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 the Property desiring to have additional or other (in addition to the necessary maintenance required 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 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 owners of lots in the Property 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 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 cost incurred in bringing an action for enforcement including attorney fees incurred and including consultation preceding legal action. With respect to any other actions seeking enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees from the non-prevailing party.
8. Benefit of Covenant: The rights and obligations set forth herein shall inure to the benefit of and be bind upon the heirs, successors or assigns of the owners of each lot and the Improvements within the Property, and shall constitute a covenant running with each said parcel of real estate affected hereby, in perpetuity. Declarant and its successors and assigns are intended third party beneficiaries of this Agreement.

[End of text. Signature appears on following page.]

IN WITNESS WHEREOF, the Declarant has hereunto set its hand this day of March 28th, 2003.

DECLARANT:

LB SILVER CREEK LLC,  
a Delaware limited liability company,

By: PAMI LLC,  
a Delaware limited liability company,  
Managing Member

By: [Signature]  
Name: DAVID BRODERICK  
Authorized Signatory

State of New York )

) ss.:

County of New York )

I certify that I know or have satisfactory evidence that DAVID BRODERICK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of PAMI LLC, a Delaware limited liability company, the managing member of LB SILVER CREEK LLC, a Delaware limited liability company, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

PERLA PRICE  
NOTARY PUBLIC, State of New York  
No. 01PR6088303  
Qualified in New York County  
Commission Expires January 21, 2007

[Signature]

(Signature)

Perla Price

(Typed or printed name)

NOTARY PUBLIC in and for the State of  
New York, residing at New York

26

**EXHIBIT A  
LEGAL DESCRIPTION**

**[See attached.]**

SE 517841 v5  
4/28/03 4:44 PM (17938.0125)

April 24, 2003  
File # 26156/16

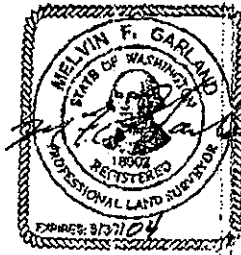
**LEGAL DESCRIPTION  
COUNTRY HOLLOW DIVISION 1 PHASE 1**

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FEET TO THE POINT OF BEGINNING.

DPE/lmm



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**EXHIBIT D**

**Supplementary Declaration of Covenants, Conditions and Restrictions  
for Country Hollow at Silver Creek**

**Design Standard Colors**

<b>#Exterior Colors</b>					
	<b>SIDING</b>	<b>Product #</b>	<b>BOARD</b>	<b>SHAKE</b>	<b>Product #</b>
	Desert Tan	07	Clay	Ivy Green	28
	Colonial White	01	White	Light Maple	55
	Natural Clay	60	Beige	Desert Tan	07
	Sandstone Beige	15	Clay	Ivy Green	28
	Prairie Sand	59	Wicker	Natural Clay	60
	Antique Linen	31	Blue-Gray	Sterling Gray	33
	Silver Ash	38	White	Granite Gray	34
	Light Maple	55	White	Buckskin	41
	Sterling Gray	33	White	Sterling Gray	33
	Heritage Cream	11	Beige	Natural Clay	60
	Oxford Blue	32	Blue-Gray	Colonial White	01
	Cypress	42	White	Desert Tan	07
	Buckskin	41	Wicker	Barn Red	25
	Granite Gray	34	Beige	Ivy Green	28
	Autumn Yellow	10	White	Natural Clay	60
<b>#Premium Exterior Colors:</b>		<b>Product #</b>			<b>Product #</b>
	Ivy Green	28	Clay	Colonial White	01
	Barn Red	25	Wicker	Natural Clay	60
	Timber Blend	52	Wicker	Light Maple	55
	Arbor Blend	57	Clay	Natural Clay	60
<b>*Accent Colors</b>			<b>*TRIM/GUTTERS</b>	<b>*Roof Colors</b>	
	QPSD 3 Burgundy		Swiss Coffee	Antique Slate	
	QPSD 2 Green		Putty	Forest Green	
	QPSD 11 Butter		Ivory	Sablewood	
	QPSD 5 Black			Weathered Wood	
	QPSD 7 Lt. Blue				
	QPSD 6 Dk. Blue				
	QPSD 12 Bark				
	QPSD 9 Brown				
	QPSD 8 Brick			<b>Brands</b>	
	QPSD 1 White			*Parke Paint	
	QPSD 10 Gray			#Certainteed Vinyl or Equal	
	QPSD 4 Tan			^Eik	

Return Address:  
Heller Ehrman White & McAuliffe  
701 Fifth Avenue, Suite 6100  
Seattle, WA 98104-7098  
Attention: Carmen G. Hayward

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)

<b>Document Title:</b> Amendment to Supplementary Declarations of Covenants, Conditions and Restrictions for Country Hollow at Silver Creek
<b>Reference Number of Document:</b> 9612120005 re-recorded 9612240018; 9810140660 re-recorded 200208221188; 200111140861 re-recorded 200308250094; 200209251214 re-recorded 200308250095; 200305121042; 200304301487; 200307171186; 200404080512.
<b>Grantor:</b> LB Silver Creek LLC, a Delaware limited liability company
<b>Grantee:</b>
<b>Legal Description</b> (abbreviated, i.e., lot, block, plat or section, township, range):
<b>Assessor's Property Tax Parcel/Account Number(s):</b>

Legal Declaration of 4/30/04

**AMENDMENT TO SUPPLEMENTARY DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COUNTRY HOLLOW AT SILVER CREEK**

THIS AMENDMENT TO THE SUPPLEMENTARY DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY HOLLOW AT SILVER CREEK (this "Amendment") is made on this \_\_\_th day of April, 2004 by LB SILVER CREEK LLC, a Delaware limited liability company.

RECITALS

WHEREAS, certain real property situated in the County of Pierce, State of Washington which is more particularly described as Country Hollow Division 1 Phase 1 as recorded on April 30, 2003 under Pierce County number 200304305011, which is by this reference, incorporated herein ("Country Hollow Phase 1");

WHEREAS, Country Hollow Phase 1 is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on December 12, 1996 under Pierce County number 9612120005 and re-recorded December 24, 1996 under Pierce County number 9612240018, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on October 14, 1998 under Pierce County number 9810140660 and re-recorded August 22, 2002 under Pierce County number 200208221188 and by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Silver Creek as recorded on November 14, 2001 under Pierce County number 200111140861 and re-recorded on August 25, 2003 under Pierce County number 200308250094, and by the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on September 25, 2002 under Pierce County number 200209251214 and re-recorded on August 25, 2003 under Pierce County number 200308250095, and by the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on May 12, 2003 under Pierce County number 200305121042 (as amended, the "Declaration") and the Supplementary Declaration of Covenants, Conditions and Restrictions for Country Hollow at Silver Creek as recorded on April 30, 2003 under Pierce County number 200304301487 (the "Country Hollow Phase 1 Supplementary Declaration");

WHEREAS, certain real property situated in the County of Pierce, State of Washington which is more particularly described as Country Hollow Division 1 Phase 2 as recorded on July 17, 2003 under Pierce County number 200307175016, which is by this reference, incorporated herein ("Country Hollow Phase 2");

WHEREAS, Country Hollow Phase 2 is subject to the Declaration and the Supplementary Declaration of Covenants, Conditions and Restrictions for Country Hollow at Silver Creek as recorded on July 17, 2003 under Pierce County number 200307171186 (the "Country Hollow Phase 2 Supplementary Declaration");



WHEREAS, certain real property situated in the County of Pierce, State of Washington which is more particularly described as Country Hollow West as recorded on April 8, 2004 under Pierce County number 200404085001, which is by this reference, incorporated herein ("Country Hollow West");

WHEREAS, Country Hollow West is subject to the Declaration and the Supplementary Declaration of Covenants, Conditions and Restrictions for Country Hollow at Silver Creek as recorded on April 8, 2004 under Pierce County number 200404080512 (the "Country Hollow West Supplementary Declaration"); and

WHEREAS, LB SILVER CREEK LLC is the Declarant under the Declaration, and wishes to amend the Country Hollow Phase 1 Supplementary Declaration, the Country Hollow Phase 2 Supplementary Declaration and Country Hollow West Supplementary Declaration as set forth herein.

#### AMENDMENT

Section 2.2.3 of the Country Hollow Phase 1 Supplementary Declaration, the Country Hollow Phase 2 Supplementary Declaration and the Country Hollow West Supplementary Declaration shall be amended by replacing all references therein to "ten (10)" with references to "thirty (30)".

[signature page and acknowledgement follow]

Executed as of the date first set forth above.

**LB SILVER CREEK LLC,**  
a Delaware limited liability company

By: **PAMI LLC, a Delaware limited  
liability company, Managing Member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of New York                    )  
  ) ss.:  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of PAMI LLC, a Delaware limited liability company, the managing member of LB SILVER CREEK LLC, a Delaware limited liability company, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)  
NOTARY PUBLIC in and for the State of  
New York, residing at \_\_\_\_\_