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RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

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

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CATHY PEARSALL-STIPEK
AUDITOR, CLERK CO. WASH

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DEC 12 1996

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

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

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**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE HIGHLANDS 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 1
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 *Amended* 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) 1,400 square feet for a Living Unit containing a single level; (ii) 1,600 square feet for a Living Unit containing two levels.

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.

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

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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 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

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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.

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 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

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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.

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.

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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.

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

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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 "The Highlands at Silver Creek". Declarant hereby reserves the right to use the name "The Highlands at Silver Creek" and related names in connection with Declarant's sales and development activities for the Property, and the name "The Highlands 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.

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. Nathan*
Its Exec. Vice President

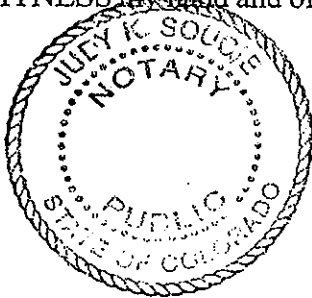
9612120007

STATE OF Colorado)
) ss.
COUNTY OF Windsor)

On this 5 day of November, 1996, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared James M. Rubkovic Executive Vice President, Parkview Builders, 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. Soucie
Signature

JUDY K. SOUCIE
Print Name

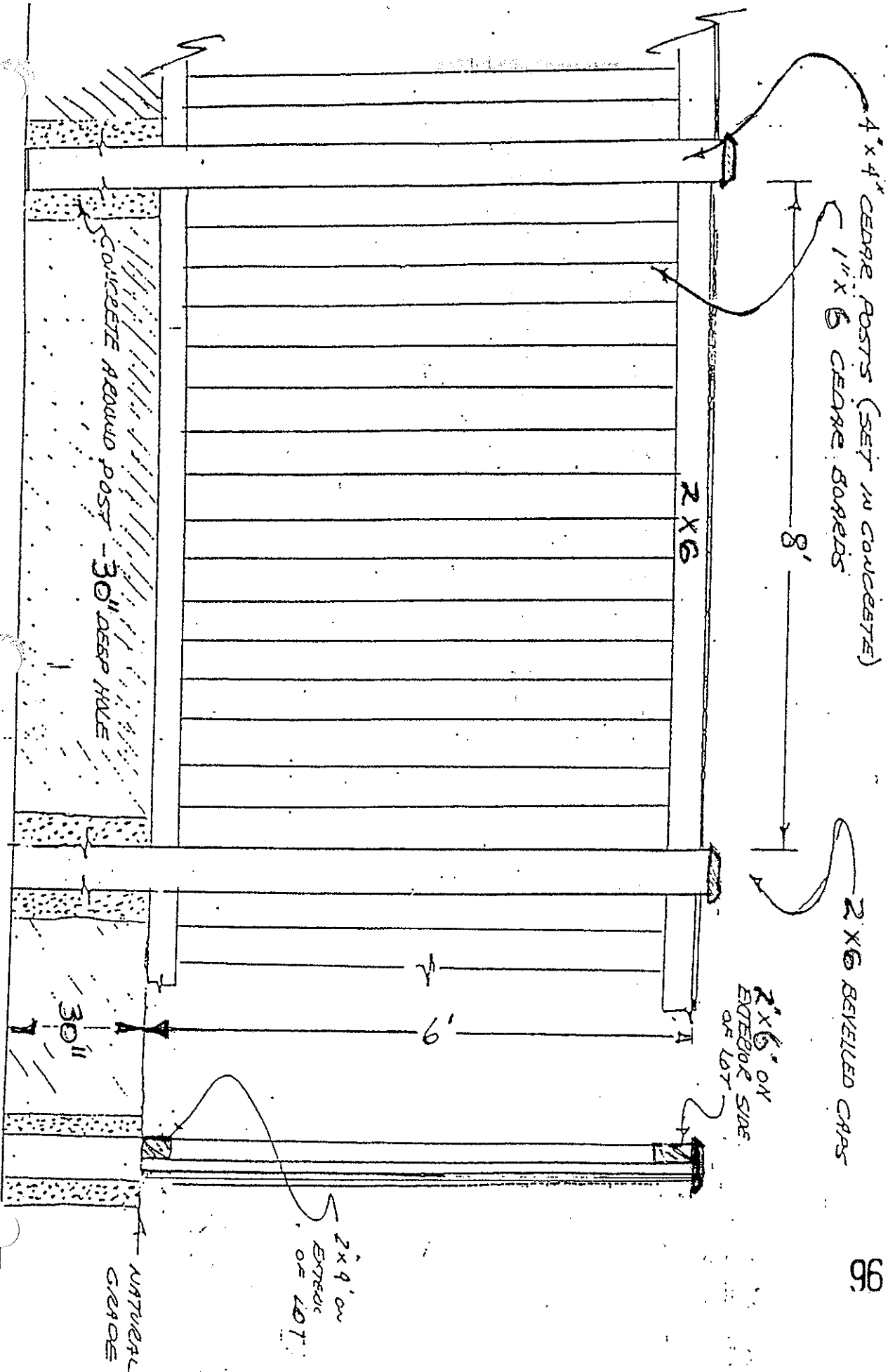
NOTARY PUBLIC in and for the State of Colorado, residing at 7000 E. Belknap, Greenwood Village, CO
My commission expires 4/5/1999.

EXHIBIT A
THE HIGHLANDS AT SILVER CREEK
Legal Description

Lots 1 through 96 of the Plat of Chennes Park, recorded October 31, 1996,
under Pierce County Auditor's Recording No. 9610310509.

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THE HIGHLANDS AT SILVER CREEK



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WHEN RECORDED RETURN TO:

97 FEB 13 PM 12: 01

Michael S. Courtage
ALSTON, COURTNAGE, MACAULAY & PROCTOR LLP
1000 Second Avenue, Suite 3900
Seattle, Washington 98104-1045

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

RECEIVED
MAR 1 1 1997
ALSTON, COURTNAGE,
MACAULAY & PROCTOR LLP

Document Title: First Amendment to Supplementary Declaration of Covenants, Conditions and Restrictions for the Highlands at Silver Creek

Grantor: Rainier Vista L.L.C.

Grantee: Highlands at Silver Creek

Legal Description:

Abbreviated Legal Description: Lots 1 through 96 of the Plat of Chennes Park.

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel Nos.: 602196

Reference Nos. of Documents Released or Assigned:

9612120007

9702130060

(11-)

9702130060

BK1307PG2154

WHEN RECORDED RETURN TO:

Michael S. Courtnage
ALSTON, COURTNAGE, MACAULAY & PROCTOR LLP
1000 Second Avenue, Suite 3900
Seattle, Washington 98104-1045

97 FEB 13 PM12: 01

RECORDED
CATHY PEARSALL-STIPER
AUDITOR TIERCE CO. WASH

Document Title: First Amendment to Supplementary Declaration of Covenants,
Conditions and Restrictions for the Highlands at Silver Creek

Grantor: Rainier Vista L.L.C.
Grantee: Highlands at Silver Creek

Legal Description:
Abbreviated Legal Description: Lots 1 through 96 of the Plat of Chennes
Park.

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel Nos.: 602196

Reference Nos. of Documents Released or Assigned:

9612120007

NOTICE: THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE.
IT IS THE QUALITY OF THE DOCUMENT.

9702130060

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FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT SILVER CREEK

THIS FIRST AMENDMENT MODIFIES THAT Supplementary Declaration of Covenants, Conditions and Restrictions for the Highlands at Silver Creek (the "Declaration") which was made on December 6, 1996 by RAINIER VISTA L.L.C., a Delaware limited company ("Declarant") and recorded on December 12, 1996 under Pierce County Recording Number 9612120007, in the manner set forth herein and shall control in the event of any conflict or inconsistency with the Declaration. Declarant covenants, agrees and declares that:

1. Definitions. All defined terms used in the Declaration shall have the same meaning when used in this First Amendment, except as expressly noted herein to the contrary.

2. Property. The Declaration pertains to the real property described in Exhibit A hereto.

3. Roofing. Section 2.4.1 of the Declaration is revised in its entirety to read as follows:

"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 architectural grade composition (minimum 25 year life). The color shall be earth tones. Any exception to the material or color must be approved by the Architectural Control Committee prior to construction."

4. Entry Walks, Porches and Decks. Section 2.4.3 of the Declaration is revised in its entirety to read as follows:

"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, redwood, treated hemlock, fir or such other material as has been approved by the Architectural Control Committee."

5. Continued Effect. The Declaration shall otherwise continue in full force and effect as written, except as modified hereby.

BK 1307PG2155

FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE HIGHLANDS AT SILVER CREEK

THIS FIRST AMENDMENT MODIFIES THAT Supplementary Declaration of Covenants, Conditions and Restrictions for the Highlands at Silver Creek (the "Declaration") which was made on December 6, 1996 by RAINIER VISTA L.L.C., a Delaware limited company ("Declarant") and recorded on December 12, 1996 under Pierce County Recording Number 9612120007, in the manner set forth herein and shall control in the event of any conflict or inconsistency with the Declaration. Declarant covenants, agrees and declares that:

1. Definitions. All defined terms used in the Declaration shall have the same meaning when used in this First Amendment, except as expressly noted herein to the contrary.

2. Property. The Declaration pertains to the real property described in Exhibit A hereto.

3. Roofing. Section 2.4.1 of the Declaration is revised in its entirety to read as follows:

"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 architectural grade composition (minimum 25 year life). The color shall be earth tones. Any exception to the material or color must be approved by the Architectural Control Committee prior to construction."

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"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, redwood, treated hemlock, fir or such other material as has been approved by the Architectural Control Committee."

5. Continued Effect. The Declaration shall otherwise continue in full force and effect as written, except as modified hereby.

IN WITNESS WHEREOF, Declarant has executed this First Amendment the day and year noted below.

DECLARANT

Dated: 9-30, 1997

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

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

By J. M. Platt
Its Exec. VP

BK 1307PG2156

IN WITNESS WHEREOF, Declarant has executed this First Amendment the day and year noted below.

Dated: 9-30, 1997

DECLARANT

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

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

By J. M. Hattis
Its Gen. Mgr.

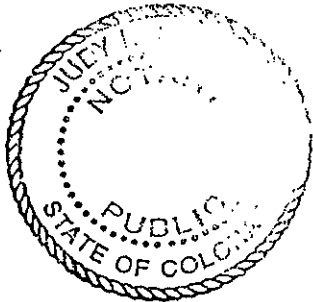
NOTICE: THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE. IT IS THE QUALITY OF THE DOCUMENT.

STATE OF COLORADO)
) ss.
COUNTY OF Mapache)

On this 30 day of January, 1997, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn personally appeared James M. Rattkovic, known to me to be the Executive Vice President of BALFOUR HOLDINGS, INC., 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. Soucie
Signature
JUDY K. SOUCIE
Print Name

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

BK 1307PG2158

EXHIBIT A
THE HIGHLANDS AT SILVER CREEK
Legal Description

Lots 1 through 96 of the Plat of Chennes Park, recorded October 31, 1996,
under Pierce County Auditor's Recording No. 9610310509.

9702130060

BK1307PG2158

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

9702130060