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10-11-2001 12:03pm \$26.00
PIERCE COUNTY, WASHINGTON

Return Address
Apex Engineering, PLLC
2601 S. 35th St. Ste. 200
Tacoma, WA 98409

Please print legibly or type information.

Document Title(s) (Or transactions contained therein):
1. Supplementary Declaration of Covenants, Conditions and Restrictions for
2. Hillsboro Phase 2 at Silver Creek
3.
4.

Grantor(s) (Last name first, then first name and initials):
1. Pageantry XIX/E-P, LLC, a Washington Limited Liability Company
2.
3.
4.
5. Additional Names on Page _____ of Document

Grantee(s) (Last name first, then first name and initials):
1. Hillsboro Homeowners Association
2.
3.
4.
5. Additional Names on Page _____ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):
SW 1/4 of the SE 1/4 and the SW 1/4 and SE 1/4 of the SW 1/4
Section 33, Township 19N, Range 4E
Legal Description is on Page 14 of Document.

Reference Number(s) (Of documents assigned or released):

 Additional Reference Numbers on Page _____ of Document

Assessor's Property Tax Parcel/Account Number
041933-3-004

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Mail To: Silver Creek Development
33427 Pacific Highway South, D-1
Federal Way, Washington 98003-6897

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

HILLSBORO Phase 2 AT SILVER CREEK.

THIS SUPPLEMENTARY DECLARATION is made by PAGEENTRY XIX/E-P LLC, A Washington Limited Liability Company, doing business as SILVER CREEK DEVELOPMENT ("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 (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 1
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 "Homeowners Association" shall mean and refer to the Hillsboro at Silver Creek Home Owners Association, a Washington not-for-profit corporation, its successors and assigns.
- Section 1.4 "Plans" shall have the meaning set forth in Section 2.2.2
- Section 1.5 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto. That portion of the Property described in part 2 of Exhibit, A is not platted into Lots as of the effective date of this Supplementary Declaration.
- Section 1.6 "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 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 therein 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, and/or appropriateness of the proposed Living Unit or materials used therein. The Architectural Control Committee's approval or disapproval of the 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. Failure of the Architectural Control Committee to approve, disapprove, or make recommendations for change within said thirty (30) 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.
- 2.3.1.1 The floor area of the Living Unit on each of Lots 186 through 197 and Lots 234 through 363 inclusive, exclusion of open porches and garages, shall be not less than 1,200 square feet nor more than 2,200 square feet for a Living Unit
- 2.3.1.2 The floor area of the Living Unit on each of Lots 95 through 185 and Lots 198 through 233 inclusive, exclusion of open porches and garages, shall be not less than 1,700 square feet nor more than 2,400 square feet for a Living Unit
- 2.3.1.3 The floor area of the Living Unit on each of Lots 1 through 55 and Lots 61 through 94 inclusive, exclusion of open porches and garages, shall be not less than 2,045 square feet nor more than 2,900 square feet for a Living Unit
- 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, wood shake, 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 more than two colors compatible with house colors are used. Roofing colors will be compatible with surrounding area; no primary colors will be allowed.
- 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". "T-111" is specifically prohibited. Panel goods shall have some decorative detail such as a

4" or 8" vertical or horizontal grove. 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 commonly known as pastels.

- 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 cedar or redwood.
- 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 or brick
- 2.4.7 Garages. Garages shall be incorporated in or made a part of Living Unit. There must be a minimum of a two-car garage. An additional detached garage may be permitted on a Lot only with approval of the Architectural Control Committee. A driveway serving an attached or a detached garage must be paved according to Paragraph 2.4.4 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 18 inches 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 wood and of a type and design complementary with that fencing provided by the Declarant and subject to Architectural Control Committee approval. The Architectural Control Committee must approve all fence and retaining wall locations 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 DESIGNS FOR FENCES ARE SHOWN ON EXHIBIT B attached hereto.
- 2.4.10 Color. Initial colors shall be approved by the Architectural Control Committee. 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 and 10 feet down the outside of each side yard of each Lot as measured from the back of curb or back of sidewalk, if present, 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 six

(6) months of the homeowner closing escrow. Should homeowner fail to complete rear and sideyard landscaping as defined herein, the Homeowners 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 Homeowners 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. 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. Any hedge or shrub "fencing" shall be subject to the same restrictions. 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. All fences must match the design in Exhibit B attached hereto and the location and exterior color must be approved by the Architectural Control Committee PRIOR TO installation. The Architectural Control Committee must expressly approve any variance to this standard in writing.
- 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 sightly 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. The Architectural Control Committee shall establish front setback requirements for homes constructed in the Plat. 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. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by Declarant. Political yard signs not more than five (5) square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed.
- 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. 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 owners 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 Hillsboro 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 Hillsboro 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 Hillsboro 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 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 Mortgage 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, 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 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 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.

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. Declarant intends to supplement this Supplementary Declaration to add to it the seven (7) lots, which will be platted in Phase II of Grayhawk at Silver Creek.

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

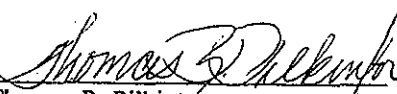
Section 7.10 Applicable Law. This Supplementary Declaration shall be construed in all respects in accordance with the laws, of the State of Washington.

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

DECLARANT

PAGEENTRY XIX/E-P LLC,
A Washington limited liability company

By: E-P and Companies of Washington, Inc.
A Washington Corporation, Manager

By: 
Thomas R. Pilkinton
Its President/General Manager

Acknowledged And Approved
Bank One, Arizona N.A, a national banking association

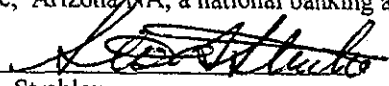
By: 
Steven D. Strehlow,
Vice President

EXHIBIT C

HILLSBORO PRIVATE
IMPROVEMENT MAINTENANCE AGREEMENT

WHEREAS, PAGEANTRY XIX/E-P, LLC, a Washington limited liability Company, ("Pageantry") is the current owner of the single-family residential subdivision commonly known as the plat of HILLSBORO (Phase 9) Silver Creek PDD which is legally described as:

32-44, 187-194, 262-289, 296-321, 332, 333, 340-352, 357-363
Lots 332, 333, 340-352, 357-363 of the Plat of Hillsboro Phase 2, recorded under Pierce County Auditor's Fee No. 200110115005

located in Pierce County, Washington; and

WHEREAS, access to some of the lots is along common approved private roadways known as 92nd Ave E, 93rd Ave E, 94th Ave E, 190th St E, 191st St E, Eastwood Ave E

WHEREAS, this agreement pertains to that portion of said plat which is accessed by private roads ("Hillsboro 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 Hillsboro Private; and

WHEREAS Pageantry 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 Hillsboro 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 32-44, 187-194, 262-289, 296-321, 332, 333, 340-352, 357-363, inclusive, of the approved plat of Hillsboro Phase 2 as recorded under Pierce County Auditor's Recording Number No. 200110115005. All parcels are located in Pierce County, Washington, and for purposes of this agreement shall be referred to as "Hillsboro Private." The legal description of the entire area encompassing said Improvements and all parcels affected herein is described as follows:

LEGAL DESCRIPTION

32-44, 187-194, 262-289, 296-321, 332, 333, 340-352, 357-363
Lots 332, 333, 340-352, 357-363 and Tracts G, N, C, P, Q of the Plat of HILLSBORO Phase 2, as described and depicted on the plats of HILLSBORO filed for record in the Office of the Pierce County Auditor on under recording No. 200110115005,

2. Construction of the Improvements: Pageantry 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 Hillsboro Private Homeowners 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 Hillsboro Private shall be entitled to the reasonable non-exclusive use of all of the Improvements and shall be responsible for an equal 1/363th 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 land and nature, imposed by any governmental authority on the Improvements. The owners of the said 363 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 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 (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 owners) 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 "Hillsboro 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 Hillsboro 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 Hillsboro 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 363 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 unto paid. The Hillsboro 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 cost incurred in bringing as 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 bind upon the heirs, successors or assigns of the owners of each lot within Hillsboro Private described above, and shall constitute a covenant running with each said parcel of real estate affected hereby, in perpetuity.

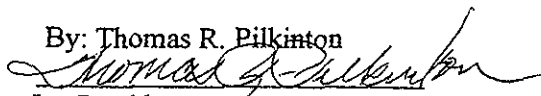
IN WITNESS WHEREOF, the Owner of Lots ^{32-44, 187-194, 262-289, 296-}
~~321, 332, 333, 340-352, 357-363~~ inclusive
of the Plat of Hillsboro Phase 2 has hereunto set its hand this day 20th of December, 1999.

DECLARANT

Pageantry XIX/E-P, LLC, a Washington limited liability company

By: E-P and Companies of Washington, Inc,
a Washington Corporation
Its: Managing Member

By: Thomas R. Pilkinton



Its: President

**EXHIBIT A
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HILLSBORO**

LEGAL DESCRIPTION FOR HILLSBORO

A PARCEL OF LAND IN THE SOUTH 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 SOUTHWEST CORNER OF SAID SECTION 33;
THENCE SOUTH 89K43'48" EAST ALONG THE SOUTH LINE THEREOF 372.51 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 081K45'47" EAST 877.14 FEET;
THENCE NORTH 14K22'57" EAST 1081.62 FEET;

THENCE NORTH 65K33'39" EAST 60.97 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 1,015.00 FEET, CONCAVE NORTHEASTERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 65K33'39" WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°26'20" FOR A DISTANCE OF 610.09 FEET;

THENCE SOUTH 58°52'41" EAST 780.00 FEET TO THE BEGINNING OF A 1,015.00 FOOT, RADIUS CURVE, CONCAVE TO THE NORTH;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75K41'07" FOR A DISTANCE OF 1340.77 FEET;

THENCE SOUTH 39K45'34" EAST 155.00 FEET;
THENCE SOUTH 17K 11'11" WEST 3 84.3 0 FEET;
THENCE SOUTH 191K53'20" WEST 592.00 FEET;
THENCE SOUTH 281K52'32" WEST 231.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 891K36'09" WEST ALONG SAID SOUTH LINE 165.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 891K43'48" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER THEREOF 2269.45 FEET TO THE POINT OF BEGINNING.

Silver Creek Development Amendment to CCRs

Trees to be planted along the rear lot lines of the lots bordering the south boundary line of Silver Creek Development shall be trees that do not grow beyond a maximum height of 20 feet so that the trees do not interfere with the overhead power lines.

Any tree planted along said lot lines that interferes with the power line will be removed at the owner's expense.

Trees can be selected from the following list:

Planting beds 6 to 10 feet wide

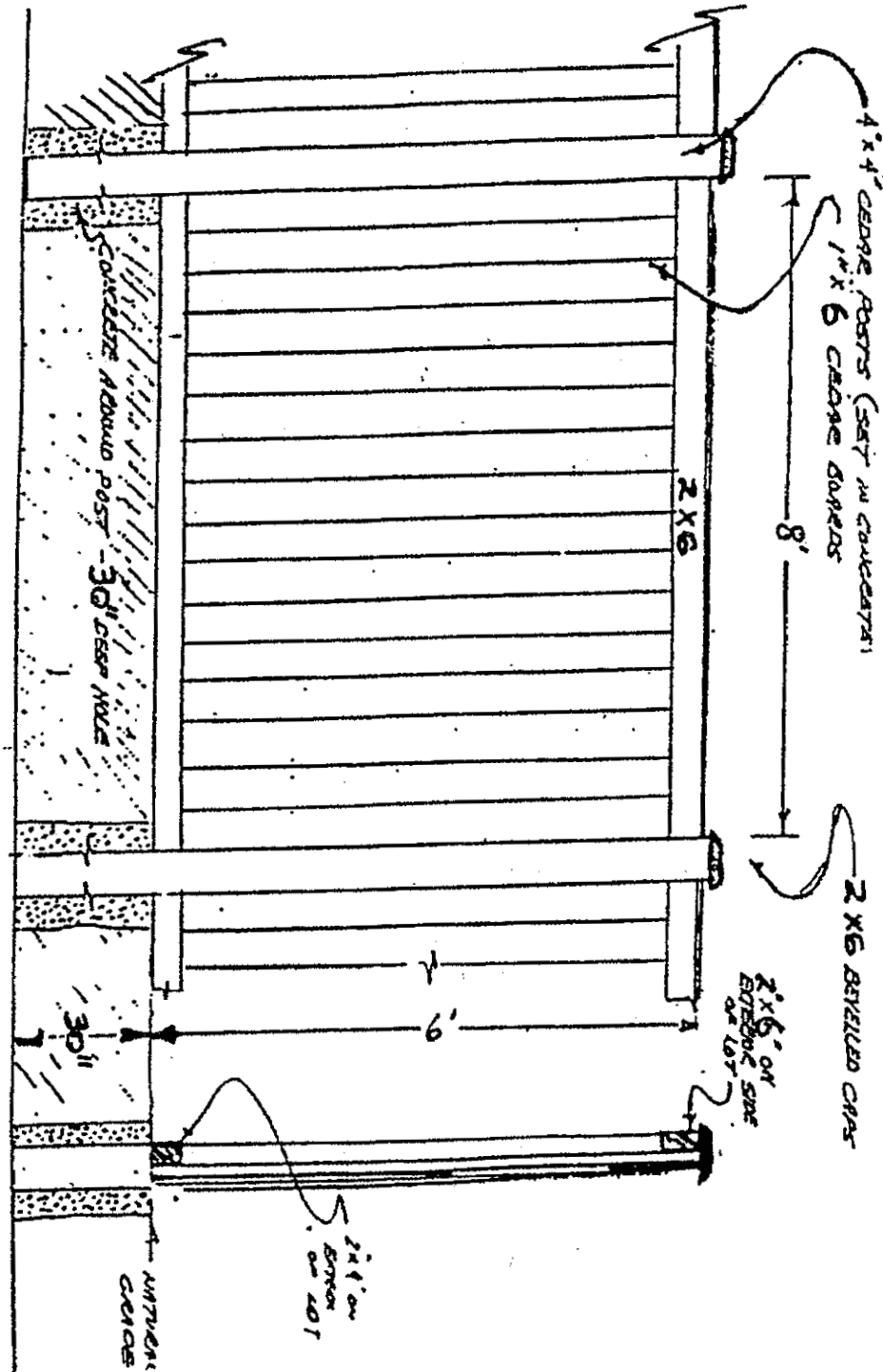
<u>Common Name</u>	<u>Botanic Name</u>
Trident Maple	<i>Acer buergeranum</i>
Vine Maple*	<i>Acer circinatum</i>
Amur Maple*	<i>Acer ginnala</i>
Serviceberry*	<i>Amelanchier canadensis</i> , <i>Amelanchier alnifolia</i>
Eastern Redbud	<i>Cercis canadensis</i>
Japanese Dogwood	<i>Cornus kousa</i>
Upright Juniper (evergreen)	<i>Juniperus</i> spp.
Star Magnolia	<i>Magnolia stellata</i>
Pillar Crabapple*	<i>Malus tschonoskii</i>
Crape Myrtle*	<i>Lagerstroemia indica</i>
Sourwood	<i>Oxidendrum arboreum</i>
Sumac*	<i>Rhus typhina</i> , <i>Rhus glabra</i>
Japanese Snowbell	<i>Styrax japonica</i>
Japanese Tree-Lilac	<i>Syringa reticulata</i>
Pyramidal Arborvitae (evergreen)	<i>Thuja occidentalis</i> X. ' <i>Pyramidalis</i> '

Planting beds 10 feet or wider

<u>Common Name</u>	<u>Botanic Name</u>
Paper Bark Maple	<i>Acer griseum</i>
Japanese Maple	<i>Acer palmatum</i>
Japanese Angelica	<i>Aralia elata</i>
Hinoki Cypress (evergreen)	<i>Chamaecyparis</i> <i>obtusa</i>
Pagoda Dogwood	<i>Cornus alternifolia</i>
Comelian Cherry	<i>Cornus mas</i>
Hartequin Glorybower	<i>Clerodendrum</i> <i>trichotomum</i>
Thornless Cockspur Hawthorne*	<i>Crataegus crusgalli</i> ' <i>Inermis</i> '
Carriere Hawthorne*	<i>Crataegus X iavaiei</i>
Winter King Hawthorne	<i>Crataegus viridis</i>
Judas Tree	<i>Cercis siliquastrum</i>
Russian Olive*	<i>Eleagnus angustifolia</i>
Anise Magnolia	<i>Magnolia salicifolia</i>
Saucer Magnolia	<i>Magnolia soulangiana</i>
Pest-resistant Crabapple*	<i>Malus X 'Zumi', 'Prairiefire',</i> ' <i>Snowdrift</i> '
Armenian Oak*	<i>Quercus pontica</i>
Persian Ironwood	<i>Parrotia persica</i>
Tanyosho Pine (evergreen)	<i>Pinus densiflora</i> ' <i>Umbraculifera</i> '
Mugho Pine* (evergreen)	<i>Pinus mugo</i>
Swiss Stone Pine (evergreen)	<i>Pinus cembra</i>

* Native or drought-tolerant plants

**EXHIBIT B
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPROVE SIDE AND REAR YARD FENCE DETAIL**



CLERK CLERK: WA
9911240709
11-24-1999 02:31 PM
Fee Amt: \$25.00

RECEIVED
DEC 03 1999

CT

Name & Return Address:

Silver Creek Development
33427 Pacific Hwy S, D-1
Federal Way, WA 98003-6897

Please print legibly or type information.

Document Title (Or transaction contained therein) Supplementary Declaration of Covenants, Conditions and Restrictions for Hillsboro Phase I at Silver Creek
Grantor(s) (Last name first, then first name, middle name) Pageantry XIX/E-RLC ____ Additional Names on Page ____ of Document
Grantee(s) (Last name first, then first name, middle name) Pageantry XIX/E-RLC ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section SW 1/4 and SE 1/4 of Section 33, Township 19N, Range 4E. Complete Legal Description on Page 13 of Document
Auditor's Reference Number(s) —
Assessor's Property Tax Parcel/Account Number(s) 0419332008
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. IF YOU REPRODUCE THIS FORM, BE SURE MARGINS REMAIN 3 INCHES AT THE TOP AND 1 INCH ON SIDES AND BOTTOM. gpcovst.lst 2/98

9911240709

After Recording Mail To:

Silver Creek Development
33427 Pacific Highway South, D-1
Federal Way, Washington 98003-6897

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

HILLSBORO Phase 1 AT SILVER CREEK.

THIS SUPPLEMENTARY DECLARATION is made by PAGEANTRY XIX/E-P LLC, A Washington Limited Liability Company, doing business as SILVER CREEK DEVELOPMENT ("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 (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 "Homeowners Association" shall mean and refer to the Hillsboro at Silver Creek Home Owners Association, a Washington not-for-profit corporation, its successors and assigns.
- Section 1.4 "Plans" shall have the meaning set forth in Section 2.2.2
- Section 1.5 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto. That portion of the Property described in part 2 of Exhibit, A is not platted into Lots as of the effective date of this Supplementary Declaration.
- Section 1.6 "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 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 therein 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, and/or appropriateness of the proposed Living Unit or materials used therein. The Architectural Control Committee's approval or disapproval of the 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. Failure of the Architectural Control Committee to approve, disapprove, or make recommendations for change within said thirty (30) 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.
- 2.3.1.1 The floor area of the Living Unit on each of Lots 186 through 197 and Lots 234 through 363 inclusive, exclusion of open porches and garages, shall be not less than 1,200 square feet nor more than 2,200 square feet for a Living Unit
- 2.3.1.2 The floor area of the Living Unit on each of Lots 95 through 185 and Lots 198 through 233 inclusive, exclusion of open porches and garages, shall be not less than 1,700 square feet nor more than 2,400 square feet for a Living Unit
- 2.3.1.3 The floor area of the Living Unit on each of Lots 1 through 55 and Lots 61 through 94 inclusive, exclusion of open porches and garages, shall be not less than 2,045 square feet nor more than 2,900 square feet for a Living Unit
- 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, wood shake, 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 more than two colors compatible with house colors are used. Roofing colors will be compatible with surrounding area; no primary colors will be allowed.
- 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". "T-111" is specifically prohibited. Panel goods shall have some decorative detail such as a

4" or 8" vertical or horizontal grove. 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 commonly known as pastels.

- 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 cedar or redwood.
- 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 or brick
- 2.4.7 Garages. Garages shall be incorporated in or made a part of Living Unit. There must be a minimum of a two-car garage. An additional detached garage may be permitted on a Lot only with approval of the Architectural Control Committee. A driveway serving an attached or a detached garage must be paved according to Paragraph 2.4.4 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 18 inches 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 wood and of a type and design complementary with that fencing provided by the Declarant and subject to Architectural Control Committee approval. The Architectural Control Committee must approve all fence and retaining wall locations 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 DESIGNS FOR FENCES ARE SHOWN ON EXHIBIT B attached hereto.
- 2.4.10 Color. Initial colors shall be approved by the Architectural Control Committee. 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 and 10 feet down the outside of each side yard of each Lot as measured from the back of curb or back of sidewalk, if present, 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 six

(6) months of the homeowner closing escrow. Should homeowner fail to complete rear and sideyard landscaping as defined herein, the Homeowners 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 Homeowners 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. 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. Any hedge or shrub "fencing" shall be subject to the same restrictions. 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. All fences must match the design in Exhibit B attached hereto and the location and exterior color must be approved by the Architectural Control Committee PRIOR TO installation. The Architectural Control Committee must expressly approve any variance to this standard in writing.
- 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 sightly 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. The Architectural Control Committee shall establish front setback requirements for homes constructed in the Plat. 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. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by Declarant. Political yard signs not more than five (5) square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed.
- 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. 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 owners 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 Hillsboro 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 Hillsboro 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 Hillsboro 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 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 Mortgage 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, 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 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 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 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.

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. Declarant intends to supplement this Supplementary Declaration to add to it the seven (7) lots, which will be platted in Phase II of Grayhawk at Silver Creek.
- 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 judgement 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. 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 "Hillsboro at Silver Creek". Declarant hereby reserves the right to use the name "Hillsboro at Silver Creek" and related names in connection with Declarant's sale and development activities for the Property, and the name "Hillsboro 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.

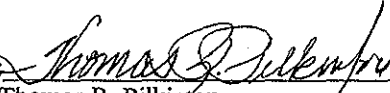
Section 7.10 Applicable Law. This Supplementary Declaration shall be construed in all respects in accordance with the laws, of the State of Washington.

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


DECLARANT

PAGEANTRY XIX/E-P LLC,
A Washington limited liability company

By: E-P and Companies of Washington, Inc.
A Washington Corporation, Manager

By: 
Thomas R. Pilkinton
Its President/General Manager

Acknowledged And Approved
Bank One, Arizona NA, a national banking association

By: 
Steven D. Strehlow,
Vice President

**EXHIBIT A
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HILLSBORO**

LEGAL DESCRIPTION FOR HILLSBORO

A PARCEL OF LAND IN THE SOUTH 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 SOUTHWEST CORNER OF SAID SECTION 33;
THENCE SOUTH 89K43'48" EAST ALONG THE SOUTH LINE THEREOF 372.51 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 081K45'47" EAST 877.14 FEET;
THENCE NORTH 14K22'57" EAST 1081.62 FEET;

THENCE NORTH 65K33'39" EAST 60.97 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 1,015.00 FEET, CONCAVE NORTHEASTERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 65K33'39" WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°26'20" FOR A DISTANCE OF 610.09 FEET;

THENCE SOUTH 58°52'41" EAST 780.00 FEET TO THE BEGINNING OF A 1,015.00 FOOT, RADIUS CURVE, CONCAVE TO THE NORTH;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75K41'07" FOR A DISTANCE OF 1340.77 FEET;

THENCE SOUTH 39K45'34" EAST 155.00 FEET;
THENCE SOUTH 17K 11'11" WEST 3 84.3 0 FEET;
THENCE SOUTH 191K53'20" WEST 592.00 FEET;
THENCE SOUTH 281K52'32" WEST 231.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 891K36'09" WEST ALONG SAID SOUTH LINE 165.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 891K43'48" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER THEREOF 2269.45 FEET TO THE POINT OF BEGINNING.

HILLSBORO PRIVATE
IMPROVEMENT MAINTENANCE AGREEMENT

WHEREAS, PAGEENTRY XIX/E-P, LLC, a Washington limited liability Company, ("Pageantry") is the current owner of the single-family residential subdivision commonly known as the plat of HILLSBORO (Phase 9) Silver Creek PDD which is legally described as:

1-31; 45-60; 195-261; 353-356
Lots ~~322-331; 334-339~~ of the Plat of Hillsboro Phase 1, recorded under Pierce
County Auditor's Fee No. 9911245006

located in Pierce County, Washington; and

WHEREAS, access to some of the lots is along common approved private roadways known as
Silver Creek Ave E; 88th Ave E; 188th St Ct E; 188th St E;
HILLSBORO DR E; 92nd Ave E; 93rd Ave E; EASTWOOD AVE E;

WHEREAS, this agreement pertains to that portion of said plat which is accessed by private roads ("Hillsboro 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 Hillsboro Private; and

WHEREAS Pageantry 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 Hillsboro 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 1-31; 45-60; 195-261; 322-331; 334-339; 353-356 inclusive, of the approved plat of Hillsboro Phase 1 as recorded under Pierce County Auditor's Recording Number No. 9911245006. All parcels are located in Pierce County, Washington, and for purposes of this agreement shall be referred to as "Hillsboro Private." The legal description of the entire area encompassing said Improvements and all parcels affected herein is described as follows:

LEGAL DESCRIPTION

1-31; 45-60; 195-261; A, J, K, L, B, D
Lots 322-331; 334-339; 353-356 and Tracts E, H, M, G of the Plat of
HILLSBORO Phase 1, as described and depicted on the plats of HILLSBORO filed
for record in the Office of the Pierce County Auditor on under recording
No. 9911245006

9911240709

2. Construction of the Improvements: Pageantry 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 Hillsboro Private Homeowners 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 Hillsboro Private shall be entitled to the reasonable non-exclusive use of all of the Improvements and shall be responsible for an equal 1/363rd 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 land and nature, imposed by any governmental authority on the Improvements. The owners of the said 363 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 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 (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 owners) 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.

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6. Order for Work - Procedure: The duly elected Board of Directors of "Hillsboro 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 Hillsboro 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 Hillsboro 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 363 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 unto paid. The Hillsboro 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 cost incurred in bringing as 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 bind upon the heirs, successors or assigns of the owners of each lot within Hillsboro Private described above, and shall constitute a covenant running with each said parcel of real estate affected hereby, in perpetuity.

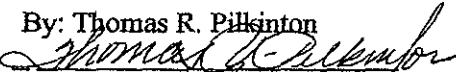
353-356

IN WITNESS WHEREOF, the Owner of Lots 1-31; 45-60; 195-261; 322-331; 334-339; inclusive of the Plat of Hillsboro Phase 1 has hereunto set its hand this day 23 of NOVEMBER, 1999.

DECLARANT

Pageantry XIX/E-P, LLC, a Washington limited liability company

By: E-P and Companies of Washington, Inc,
a Washington Corporation
Its: Managing Member

By: Thomas R. Pilkinton

Its: President

9911240709

Silver Creek Development Amendment to CCRs

Trees to be planted along the rear lot lines of the lots bordering the south boundary line of Silver Creek Development shall be trees that do not grow beyond a maximum height of 20 feet so that the trees do not interfere with the overhead power lines.

Any tree planted along said lot lines that interferes with the power line will be removed at the owner's expense.

Trees can be selected from the following list:

Planting beds 6 to 10 feet wide

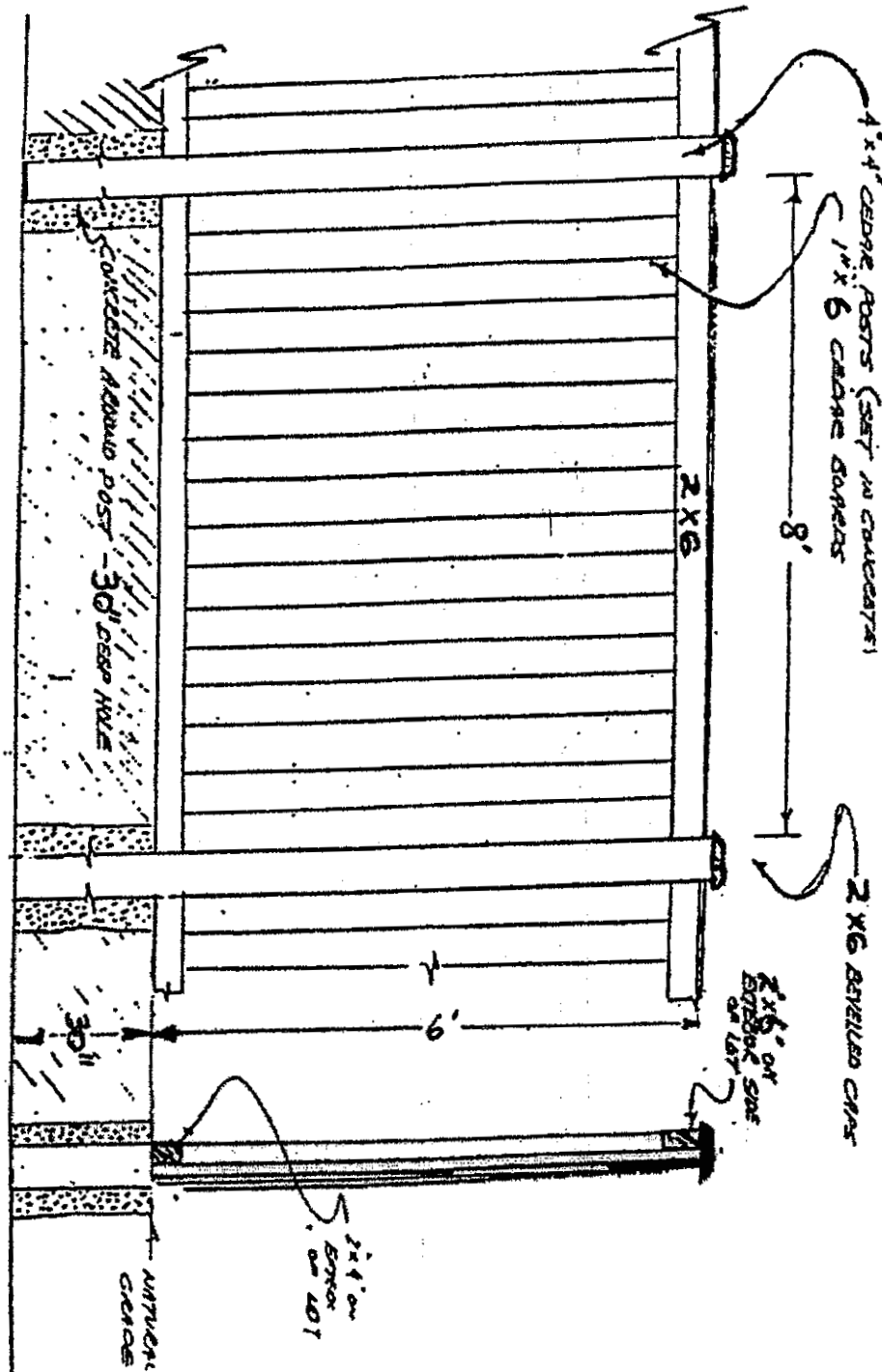
<u>Common Name</u>	<u>Botanic Name</u>
Trident Maple	Acer buergeranum
Vine Maple*	Acer circinatum
Amur Maple*	Acer ginnala
Serviceberry*	Amelanchier canadensis, Amelanchier alnifolia
Eastern Redbud	Cercis canadensis
Japanese Dogwood	Cornus kousa
Upright Juniper (evergreen)	Juniperus spp.
Star Magnolia	Magnolia stellata
Pillar Crabapple*	Malus tschonoskii
Crape Myrtle*	Lagerstroemia indica
Sourwood	Oxendrum arboreum
Sumac*	Rhus typhina, Rhus glabra
Japanese Snowbell	Styrax japonica
Japanese Tree-Lilac	Syringa reticulata
Pyramidal Arborvitae (evergreen)	Thuja occidentalis X. 'Pyramidalis'

Planting beds 10 feet or wider

<u>Common Name</u>	<u>Botanic Name</u>
Paper Bark Maple	Acer griseum
Japanese Maple	Acer palmatum
Japanese Angelica	Aralia elata
Hinoki Cypress (evergreen)	Chamaecyparis obtusa
Pagoda Dogwood	Cornus alternifolia
Cornelian Cherry	Cornus mas
Harlequin Glorybower	Clerodendrum trichotomum
Thornless Cockspur Hawthorne*	Crataegus crusgalli 'Inermis'
Carriere Hawthorne*	Crataegus X. iavaliei
Winter King Hawthorne	Crataegus viridis
Judas Tree	Cercis siliquastrum
Russian Olive*	Eleagnus angustifolia
Anise Magnolia	Magnolia salicifolia
Saucer Magnolia	Magnolia soulangiana
Pest-resistant Crabapple*	Malus X 'Zumi', 'Prairiefire', 'Snowdrift'
Armenian Oak*	Quercus pontica
Persian Ironwood	Parrotia persica
Tanyosho Pine (evergreen)	Pinus densiflora 'Umbraculifera'
Mugho Pine* (evergreen)	Pinus mugo
Swiss Stone Pine (evergreen)	Pinus cembra

* Native or drought-tolerant plants

**EXHIBIT B
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPROVE SIDE AND REAR YARD FENCE DETAIL**





200110110341 19 pg
 10-11-2001 12:11pm \$26.00
 PIERCE COUNTY, WASHINGTON

Hillsboro

Return Address
 Apex Engineering, PLLC
 2601 S. 35th St. Ste. 200
 Tacoma, WA 98409

Please print legibly or type information.

<p>Document Title(s) (Or transactions contained therein):</p> <ol style="list-style-type: none"> Supplementary Declaration of Covenants, Conditions and Restrictions for Hillsboro Phase 3 at Silver Creek
<p>Grantor(s) (Last name first, then first name and initials):</p> <ol style="list-style-type: none"> Pageantry XIX/E-P, LLC, a Washington Limited Liability Company <input type="checkbox"/> Additional Names on Page _____ of Document
<p>Grantee(s) (Last name first, then first name and initials):</p> <ol style="list-style-type: none"> Hillsboro Homeowners Association <input type="checkbox"/> Additional Names on Page _____ of Document.
<p>Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):</p> <p>SW 1/4 and SE 1/4 of the SW 1/4 of Section 33, Township 19N, Range 4E</p> <p>Legal Description is on Page <u>14</u> of Document.</p>
<p>Reference Number(s) (Of documents assigned or released):</p> <p><input type="checkbox"/> Additional Reference Numbers on Page _____ of Document</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>041933-3-004</p>
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

200110110341

After Recording Mail To: Silver Creek Development
33427 Pacific Highway South, D-1
Federal Way, Washington 98003-6897

**SUPPLEMENTARY DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

HILLSBORO Phase 3 AT SILVER CREEK.

THIS SUPPLEMENTARY DECLARATION is made by PAGEANTRY XIX/E-P LLC, A Washington Limited Liability Company, doing business as SILVER CREEK DEVELOPMENT ("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 (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 conveys, 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 "Homeowners Association" shall mean and refer to the Hillsboro at Silver Creek Home Owners Association, a Washington not-for-profit corporation, its successors and assigns.
- Section 1.4 "Plans" shall have the meaning set forth in Section 2.2.2
- Section 1.5 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto. That portion of the Property described in part 2 of Exhibit, A is not platted into Lots as of the effective date of this Supplementary Declaration.
- Section 1.6 "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 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 therein 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, and/or appropriateness of the proposed Living Unit or materials used therein. The Architectural Control Committee's approval or disapproval of the 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. Failure of the Architectural Control Committee to approve, disapprove, or make recommendations for change within said thirty (30) 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.
- 2.3.1.1 The floor area of the Living Unit on each of Lots 186 through 197 and Lots 234 through 363 inclusive, exclusion of open porches and garages, shall be not less than 1,200 square feet nor more than 2,200 square feet for a Living Unit
- 2.3.1.2 The floor area of the Living Unit on each of Lots 95 through 185 and Lots 198 through 233 inclusive, exclusion of open porches and garages, shall be not less than 1,700 square feet nor more than 2,400 square feet for a Living Unit
- 2.3.1.3 The floor area of the Living Unit on each of Lots 1 through 55 and Lots 61 through 94 inclusive, exclusion of open porches and garages, shall be not less than 2,045 square feet nor more than 2,900 square feet for a Living Unit
- 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, wood shake, 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 more than two colors compatible with house colors are used. Roofing colors will be compatible with surrounding area; no primary colors will be allowed.
- 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". "T-111" is specifically prohibited. Panel goods shall have some decorative detail such as a

4" or 8" vertical or horizontal grove. 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 commonly known as pastels.

- 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 cedar or redwood.
- 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 or brick
- 2.4.7 Garages. Garages shall be incorporated in or made a part of Living Unit. There must be a minimum of a two-car garage. An additional detached garage may be permitted on a Lot only with approval of the Architectural Control Committee. A driveway serving an attached or a detached garage must be paved according to Paragraph 2.4.4 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 18 inches 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 wood and of a type and design complementary with that fencing provided by the Declarant and subject to Architectural Control Committee approval. The Architectural Control Committee must approve all fence and retaining wall locations 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 DESIGNS FOR FENCES ARE SHOWN ON EXHIBIT B attached hereto.
- 2.4.10 Color. Initial colors shall be approved by the Architectural Control Committee. 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 and 10 feet down the outside of each side yard of each Lot as measured from the back of curb or back of sidewalk, if present, 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 six

(6) months of the homeowner closing escrow . Should homeowner fail to complete rear and sideyard landscaping as defined herein, the Homeowners 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 Homeowners 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. 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. Any hedge or shrub "fencing" shall be subject to the same restrictions. 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. All fences must match the design in Exhibit B attached hereto and the location and exterior color must be approved by the Architectural Control Committee PRIOR TO installation. The Architectural Control Committee must expressly approve any variance to this standard in writing.
- 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 sightly 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. The Architectural Control Committee shall establish front setback requirements for homes constructed in the Plat. 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. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by Declarant. Political yard signs not more than five (5) square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed.
- 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. 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 owners 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 Hillsboro 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 Hillsboro 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 Hillsboro 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 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 Mortgage 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, 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 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 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 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.

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. Declarant intends to supplement this Supplementary Declaration to add to it the seven (7) lots, which will be platted in Phase II of Grayhawk at Silver Creek.
- 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 judgement 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. 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 "Hillsboro at Silver Creek". Declarant hereby reserves the right to use the name "Hillsboro at Silver Creek" and related names in connection with Declarant's sale and development activities for the Property, and the name "Hillsboro 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.

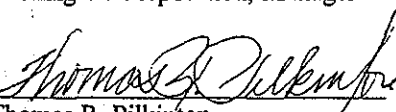
Section 7.10 Applicable Law. This Supplementary Declaration shall be construed in all respects in accordance with the laws, of the State of Washington.

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

DECLARANT

PAGEENTRY XIX/E-P LLC,
A Washington limited liability company

By: E-P and Companies of Washington, Inc.
A Washington Corporation, Manager

By: 
Thomas R. Pilkinton
Its President/General Manager

Acknowledged And Approved
Bank One, Arizona NA, a national banking association

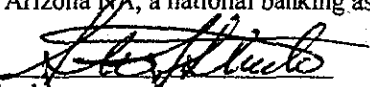
By: 
Steven D. Strehlow,
Vice President

EXHIBIT A
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HILLSBORO

LEGAL DESCRIPTION FOR HILLSBORO

A PARCEL OF LAND IN THE SOUTH 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 SOUTHWEST CORNER OF SAID SECTION 33;
THENCE SOUTH 89K43'48" EAST ALONG THE SOUTH LINE THEREOF 372.51 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 081K45'47" EAST 877.14 FEET;
THENCE NORTH 14K22'57" EAST 1081.62 FEET;

THENCE NORTH 65K33'39" EAST 60.97 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 1,015.00 FEET, CONCAVE NORTHEASTERLY AND TO WHICH POINT A RADIAL BEARS SOUTH 65K33'39" WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°26'20" FOR A DISTANCE OF 610.09 FEET;

THENCE SOUTH 58°52'41" EAST 780.00 FEET TO THE BEGINNING OF A 1,015.00 FOOT, RADIUS CURVE, CONCAVE TO THE NORTH;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75K41'07" FOR A DISTANCE OF 1340.77 FEET;

THENCE SOUTH 39K45'34" EAST 155.00 FEET;
THENCE SOUTH 17K 11'11" WEST 3 84.3 0 FEET;
THENCE SOUTH 191K53'20" WEST 592.00 FEET;
THENCE SOUTH 281K52'32" WEST 231.05 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 891K36'09" WEST ALONG SAID SOUTH LINE 165.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 891K43'48" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER THEREOF 2269.45 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPROVE SIDE AND REAR YARD FENCE DETAIL**

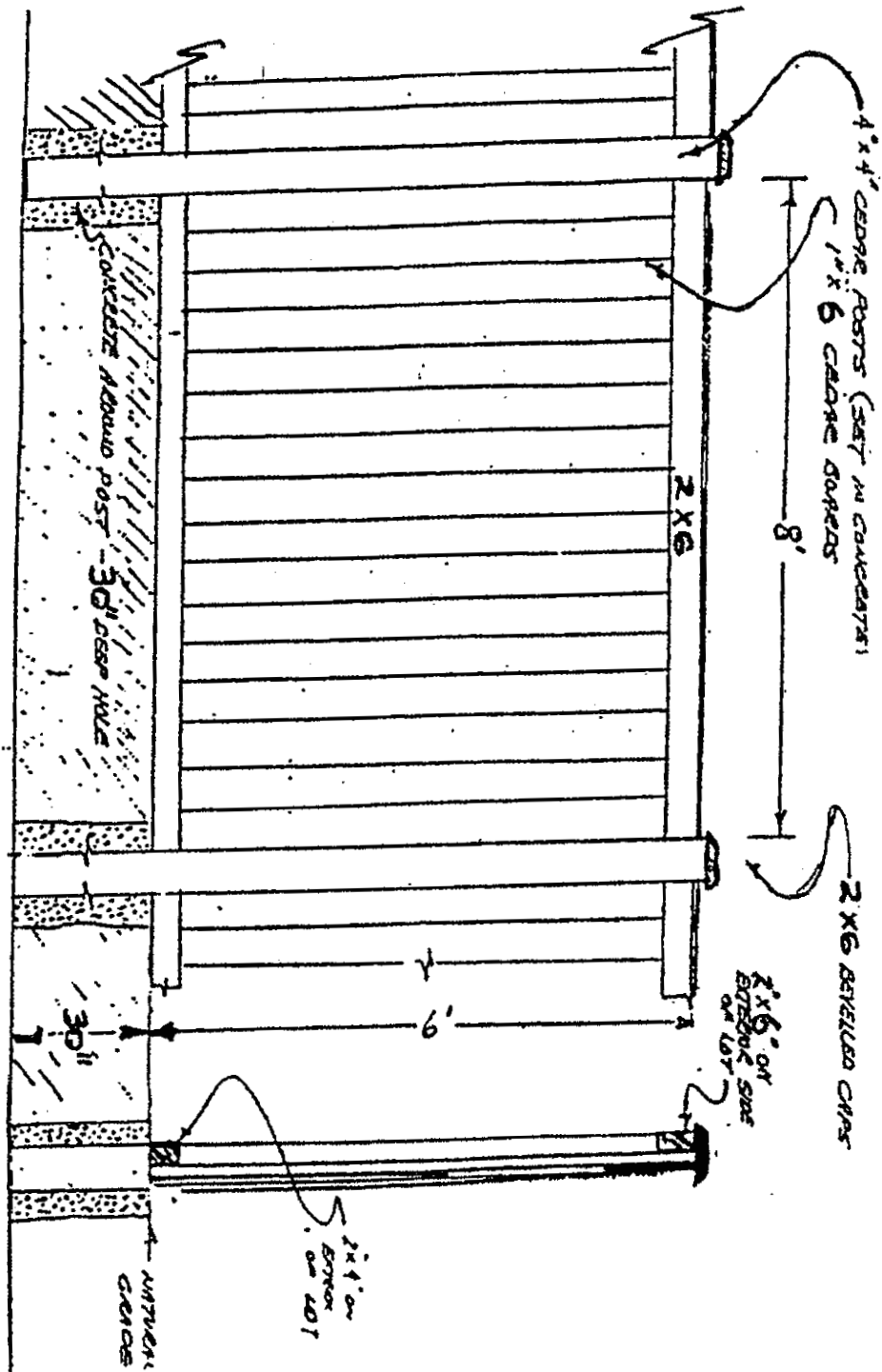


EXHIBIT C

HILLSBORO PRIVATE
IMPROVEMENT MAINTENANCE AGREEMENT

WHEREAS, PAGEANTRY XIX/E-P, LLC, a Washington limited liability Company, ("Pageantry") is the current owner of the single-family residential subdivision commonly known as the plat of HILLSBORO (Phase 9) Silver Creek PDD which is legally described as:

Lots 61-186, 290-295 of the Plat of Hillsboro Phase 3, recorded under Pierce County Auditor's Fee No. 200110115006

located in Pierce County, Washington; and

WHEREAS, access to some of the lots is along common approved private roadways known as 89th Ave E, 90th Ave E, 91st Ave E, 91st Ave Ct E, 189th St E, 190th St E, 191st St E

WHEREAS, this agreement pertains to that portion of said plat which is accessed by private roads ("Hillsboro 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 Hillsboro Private; and

WHEREAS Pageantry 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 Hillsboro 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 inclusive, of the approved plat of Hillsboro Phase 3 as recorded under Pierce County Auditor's Recording Number No. *. All parcels are located in Pierce County, Washington, and for purposes of this agreement shall be referred to as "Hillsboro Private." The legal description of the entire area encompassing said Improvements and all parcels affected herein is described as follows: *200110115006

LEGAL DESCRIPTION

Lots 61-186, 290-295 and Tracts G, F, Q of the Plat of HILLSBORO Phase 3, as described and depicted on the plats of HILLSBORO filed for record in the Office of the Pierce County Auditor on under recording No. 200110115006.

6. Order for Work - Procedure: The duly elected Board of Directors of "Hillsboro 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 Hillsboro 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 Hillsboro 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 363 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 unto paid. The Hillsboro 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 cost incurred in bringing as 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 bind upon the heirs, successors or assigns of the owners of each lot within Hillsboro Private described above, and shall constitute a covenant running with each said parcel of real estate affected hereby, in perpetuity.

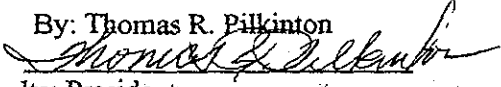
IN WITNESS WHEREOF, the Owner of Lots 61-186, 290-295 inclusive of the Plat of Hillsboro Phase 3 has hereunto set its hand this day 20th of December, 1999.

DECLARANT

Pageantry XIX/E-P, LLC, a Washington limited liability company

By: E-P and Companies of Washington, Inc,
a Washington Corporation
Its: Managing Member

By: Thomas R. Pilkinton


Its: President

