

RETURN ADDRESS:

Jennifer Steig
SSHI, LLC
12931 NE 126th Place, Building B1
Kirkland, Washington 98034

CHICAGO TITLE
wld 157

WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

DOCUMENT TITLE	Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Plat of Bayhill
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	3771635
GRANTOR	SSHI, LLC, a Delaware limited liability company dba D.R. Horton
GRANTEE	Bayhill Homeowners Association
LEGAL DESCRIPTION	Plat of Bayhill, AFN 3771634, Thurston County, WA
ASSESSOR'S PARCEL NO.	33560005300 through 33560010000 inclusive



CHICAGO TITLE COMPANY

COV

\$39.00

3842370
Page: 1 of 8
06/22/2006 10:44A
Thurston Co, WA

**AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF BAYHILL**

This First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Bay Hill is made this _____ day of _____, 2006 by SSHI, LLC, a Delaware limited liability company dba D.R. Horton ("Developer").

RECITALS AND DECLARATION

SSHI LLC, a Delaware limited liability company is a Builder within and owns certain real property legally described on Exhibit A and known as Lots 53-100 of the Plat of Bayhill, recorded September 29, 2005 under AFN 3771634, records of Thurston County, Washington and has been granted the status of Declarant per the provisions of that certain Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Bayhill.

The Declarant hereby publishes and declares that the Property shall be subject to the provisions of that certain Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Bay Hill dated September 29, 2005 and recorded with the Thurston County Auditor's Office under Auditor's File No. 3771635 (the "Declaration") and the provisions of this Amendment to Declaration. The covenants, conditions and restrictions contained in the Declaration and Amendment to Declaration are for the purpose of enhancing and protecting the character, attractiveness, and desirability of Bay Hill. Those covenants, conditions and restrictions shall run with the Property and shall be a burden upon and a benefit to the Property and binding upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the Property or any part thereof, and their respective lessees, guests, heirs, executors, personal representatives, successors and assigns. Acceptance of an interest in any portion of the Property shall be deemed acceptance of the terms and provisions of the Declaration and this Amendment to Declaration.

On page 8 Section 4.9 Signs shall be amended to include the following:

4.9 Signs. No signs, billboards, or other advertising structure of device shall be displayed to the public view on any lot except (1) not to exceed twenty four inches in height and thirty six inches in width may be placed on a lot to offer the property for sale or rent with the exception of any entry monumentation and signage which may be installed by the Declarant. Political yard signs, not more than three square feet in area, of a temporary nature, not to exceed thirty days will be allowed during campaign periods on lots. Within five days after the date of the election to which the sign refers, such signed must be removed from lots. This section including by not limited to the restrictions on the



CHICAGO TITLE COMPANY

COV

\$39.00

3842370

Page: 2 of 8

06/22/2006 10:44A

Thurston Co, WA

numbers of signed and sign size limit shall not apply to signs approved under this Declaration by the Declarant during the development period.

The Declarant may establish, for the duration of the development, signage guidelines and standards for lot identification, realtor identification signs, "for sale" signs and other signage that may be placed by parties other than the Declarant on any part of the lots with Bay Hill, the common areas, or the public right-of-way. The Declarant may also develop an overall theme for signage within the project; including specific requirements for physical sign installation and size requirements, which theme will then become a part of the established guidelines and standards for signage in Bay Hill during the development period.

During the development period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within any part of the real property encompasses within the plat of Bay Hill, including the adjacent rights-of-way. Each owner of a lot in Bay Hill and any Developer or real estate agent on behalf of an owner, shall submit any proposed signs to the Declarant for approval prior to the installation of the signs.

Any signs not specifically approved by the Declarant found anywhere within Bay Hill, the common areas, on any lot, or on adjacent rights-of-way specifically includes, but is not limited to, the Declarant's right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including but not limited to, the person or person owning any interest in the signs removed, shall be entitled to compensation of any kind for signs removed by Declarant pursuant to this section.

The Board may cause any sign placed on the property or any adjacent rights-of-way in violation to the Declaration to be removed and destroyed without compensation of any kind to anyone including, but not limited to any persons having any ownership interest in the sign. This section shall not apply to signage placed by the Declarant.

A owner of a lot who shall fail to remove a sign prohibited herein within twenty four hours after receiving notice of either the ARC or the Association to remove said sign, then said owner shall pay to the Association the sum of \$500.00 for each day or portion thereof that the sign is in existence until removed.

Additional signage may be installed by the Declarant during the development period to promote the sale of lots or houses and to promote Declarant's project and company and representatives. Notwithstanding anything in the Declaration of the contrary, signs placed by the Declarant shall not be subject to any sign restrictions and specifically shall not be subject to the limitations set forth in this Declaration on the number of signs and size of signs. The Declarant shall also not be subject to any guidelines or standards established by Declarant for other parties pursuant to this Declaration.



CHICAGO TITLE COMPANY

COU

\$39.00

3842370
Page: 3 of 8
06/22/2006 10:44A
Thurston Co, WA

Under no circumstances shall the Declarant be liable for, or be required to pay, for all or any part of the construction, installation or maintenance of any signs which are placed on any lot not owned by the Declarant. This section shall apply even if the Declarant requires an owner to place a sign pursuant to this Declaration

On page 19 Section 4.11 Fences shall be amended to include the following:

4.11 Fences and Hedges. No fence or boundary hedges shall be installed or replaced without prior written approval of the ARC. All lots (lots: 1-52, 101-111, 114-131) owned by Sterling Master Homes shall have separate requirements referred to in builders addendum.

Starting on page 10 in ARTICLE 4 LOTS AND HOMES, shall be amended to include the following:

4.23 Sex Offenders. No registered sex offenders may reside within the development. If a registered sex offender moves into the development, the ARC and/or the Homeowners Association has the right to remove them by injunctive relief.

Starting on page 11 in ARTICLE 5 of COMMON AREA AND COMMONLY MAINTAINED PROPERTY shall be amended to include the following:

5.8 Remedies for Failure to Maintain.

5.8.1 Association. If the owner of a Lot fails to so maintain the Lot, buildings, fencing, and/or other improvements to those standards ("Non-Conforming Owner"), the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to clean, repair, maintain, and restore the Lot and the exterior of the buildings and other improvements. However, any alteration or demolition of constructed improvements may only take place after judicial proceedings are instituted. The cost of such exterior maintenance and all court costs, and attorney's fees incurred in enforcing this provision shall be added to and become part of the Assessments for such Non-Conforming Owner's Lot, fully subject to the remedial provisions set forth in Article VI.

5.8.2 City. In the event any Owner, the Declarant, or the Association fails to maintain drainage facilities with the Plat, or the Owner, Declarant or Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, such Owner, Declarant or Association as appropriate, the City will assess financial sanctions and/or initiate enforcement proceedings. In the event the City determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the City will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the City will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred



3842370
Page: 4 of 8
06/22/2006 10:44A
Thurston Co. WA

by the City, including attorney's fees and expert's fees, should legal action be required to collect such payments, shall be borne by the Owner, Declarant or Association as applicable.

5.9 Street Trees. As a condition of approval for Bay Hill, the Declarant was required to install certain trees adjacent to the road right of way ("Street Trees"). Each Builder and Owner is responsible to maintain said Street Trees. In the event any Street Tree is removed or damaged for any reason and such damage or removal can be attributed to the actions of an individual property owner, said property owner shall immediately replace the Street Tree with a tree that is the same species and of similar size and shall incur all associated costs. If the property owner fails to perform such work within 30 days of the date on which the damage took place, the Association shall have the right to perform the work necessary to replace the Street Tree and shall pursue reimbursement per Article 10.7.

On page 12 Section 6.1 Architectural Review Committee shall be amended to include the following:

6.1.1 Approval of Plans Required. Except as provided for in Section 3.5.6 below, none of the following actions may be taken until plans and specification for the same have been approved in writing by the ARC:

- (a) Construction of driveways;
- (b) Construction or erection of any building, fence, wall or other structure. Including the installation, erection, or construction of any solar collection or satellite device;
- (c) Remodeling, reconstruction, or alteration of any road, driveway, building or other structure; or
- (d) Landscaping or alteration of any existing landscaping upon any area, which is required to be maintained by the Association pursuant to this Declaration.

6.1.2 Approval Not Required. Notwithstanding any other provision included in this Declaration, the approval of the ARC shall not be required for each of the following:

- (a) Action taken by Declarant to develop Property in accordance with the Development Plan;
- (b) Construction by Declarant of any single-family home; and
- (c) Other development activity undertaken by Declarant (including, without limitation, clearing, landscaping, construction of driveways, parking areas, fences, ect.) on any Lot.

6.1.3 Procedure for Approval. Any person wishing to take any of the actions described above requiring approval shall submit to the ARC two (2) sets of plans and specification showing:

- (a) Size and dimension of the proposed and existing (if applicable) improvements;
- (b) Proposed and existing (if applicable) exterior design;
- (c) Proposed exterior color scheme;



CHICAGO TITLE COMPANY

COU \$39.00

3842370
Page: 5 of 8
06/22/2006 10:44A
Thurston Co, WA

- (d) The exact location of the proposed and existing (if applicable) improvement on Lot;
- (e) The exact location of the proposed and existing (if applicable) driveways and parking areas;
- (f) Proposed and existing (if applicable) scheme for surface water drainage and grading;
- (g) Proposed and existing (if applicable) landscaping plan;
- (h) Proposed and existing (if applicable) outdoor lighting plan; and
- (i) Materials to be used in proposed construction.

Approval or disapproval of such plans and specifications shall be evidenced by written notation on such plans and specifications, one (1) copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ARC shall not be responsible for any structural defects in such plans or specification or in any building or structure erected according to such plans and specifications. The ARC shall issue its decision within thirty (30) business days from the date the completed plans and specifications satisfying and complying with all of the foregoing stated elements are received by the ARC.

On page 12 Section 6.5 ARC Decision shall be stricken and null.

On page 17 Section 10.4 Annual Assessments shall be amended to include the following:

10.4.1.1 Maximum Annual Assessments. The board of Directors shall establish the maximum Annual Assessment that may, from time to time, be increased subject to the following conditions and limitations:

- (a) Until January 1, 2007, the maximum Annual Assessment shall be three hundred sixty and 00/100ths Dollars (\$360.00) per lot.
- (b) Until January 1, 2007, and until such time as the Class "B" Memberships cease to exist, the Board of Directors may fix and increase the maximum Annual Assessment as necessary to fulfill the purpose set forth in this Declaration.
- (c) From and after the date upon which the Class "B" Membership ceases to exist, the maximum Annual Assessment may not be materially increased without an affirmative vote of two-thirds (2/3) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for such purpose pursuant of this Article. A "material increase" shall be an increase, which cumulatively for the Association's fiscal year increases the Annual Assessment by more than ten (10) percent.

All other terms and provisions of the Declaration shall remain in full force and effect.



CHICAGO TITLE COMPANY

COU

\$39.00

3842370

Page: 6 of 8

06/22/2006 10:44A

Thurston Co, WA

