

After Recording, Return to:

Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110

Thurston County Treasurer

Real Estate Excise Tax paid now

By [Signature] Deputy

## DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUNRISE RIDGE AT SOMERSET HILL

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUNRISE RIDGE AT SOMERSET HILL (hereinafter "Declaration") is made and entered into by GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited partnership (the "Declarant").

Abbreviated Legal Description:  
PLAT OF SUNRISE RIDGE AT SOMERSET HILL ARTICLE I  
A portion of SECTION 27, TOWNSHIP 18N, RECITALS  
RANGE 2 W, W.M.

Section 1.1 Declarant is the Owner of certain real estate located in Thurston County, Washington, legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), which consists of 78 single-family home sites (each a "Lot"), Open Space Tracts "A" through "H", and private roadway Tracts "T" through "K".

Section 1.2 Declarant desires to impose covenants, conditions, restrictions and easements upon the entire Property, as part of a comprehensive plan of development of the Property, which shall be for the mutual benefit of the current and future Owners of Lots within the Property, and which will operate as binding covenants that will run with the land, in perpetuity.

### ARTICLE II DEFINITIONS

Section 2.1 "Property" mean that certain real property owned by Declarant as of the date hereof, and legally described on Exhibit A attached hereto, but excluding Tract "ZZ," dedicated to the City of Tumwater on the face of the Plat. "Lots" or a "Lot" shall mean to any one or more separate legal parcels, now existing or hereafter created, which constitute portions of the Property, but excluding Tracts "A" through "K," and Tract "ZZ," as designated on the face of the Plat.

Section 2.2 "Declarant" means the persons and entities defined in the preamble as "Declarant," and also shall mean any representative appointed by Declarant through a written Notice of Appointment (which shall be effective upon recording with the Thurston County Auditor). Upon the effective date of such appointment, the Declarant's appointed representative shall assume all rights, title and interests of the Declarant of this Declaration. Notwithstanding any terms here in to the contrary, in no event shall any person or entity succeed to Declarant's rights, title and interest hereunder in the absence of such written appointment, whether or not such person or entity takes title to all or any portion of the Property.

Section 2.3 "Owner" means the owner (including the Declarant) at any relevant point in time, whether one or more persons or entities, of a fee simple title to the Property or any portion thereof, including any one or more Lots, which are a part of the Property, as reflected in the recorded chain of title on file with the Thurston County Auditor. The term "Owner" shall also include contract purchasers, but exclude those having such interest merely as security for the performance of an obligation. "Owner" and "Owners" as referred to herein shall refer interchangeably to single Owners and all of the Owners collectively.

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**Section 2.4** "**Association**" means the governing entity, existing pursuant to Article VI below, incorporated as a Washington non-profit corporation under the name of Sunrise Ridge at Somerset Hill Homeowners Association, which is responsible for administering and enforcing the covenants set forth herein. The "**Board**" shall mean the Association's board of directors, duly elected in accordance with its articles of incorporation and bylaws.

**Section 2.5** "**Occupant**" means and includes Declarant, all Owners, the heirs, successors and assigns or either of them, and any Person who is from time to time entitled to use and occupy space located within the Property under any lease, sublease, license, agreement or other instrument or arrangement under which such rights are acquired.

**Section 2.6** "**Person**" means any natural person, and any partnership, firm, association, corporation, trust, limited liability company or partnership, or any other form of business entity.

**Section 2.7** "**Plat**" means that certain Plat of Sunrise Ridge at Somerset Hill, recorded on July 10, 2007, with the Thurston County Auditor, in Volume \_\_\_ of Plats, Pages \_\_\_ through \_\_\_, under Auditor's File No. 3550137.

**Section 2.8** "**Easements**" mean those easements granted and created on the face of the Plat, or under the terms of this Declaration. The "**Easement Areas**" shall mean those areas within the Plat where the Easements are located, consisting of Tracts "A," "B," "G," "H," "I," "J" and "K."

**Section 2.9** "**Roadways**" mean, collectively, the improved private roadways located in those portions of the Easement Areas designated on the Plat as Tracts "I," "J" and "K," and all equipment, facilities and other improvements related or appurtenant to such roadways, including without limitation (i) the roadbeds and all improvements which make up the road surface and substructure, (ii) all curbs, gutters, sidewalks, improved walkways and paths, fences and guardrails, and culverts and ditches in or around the areas of the roadbeds, (iii) all slopes, cuts, fills and other improvements, necessary to protect the roads located in the Easement Areas, or which may extend outside of the Easement Areas into areas adjacent to such roads, and (iv) all berms, levies and re-graded surfaces that make up, support or are necessary to the functioning of the roads.

**Section 2.10** "**Utility Facilities**" mean, collectively, all lines, pipes, conduits, cables, pumps, valves, equipment and other facilities and Improvements located in the Easement Areas, necessary or useful in the delivery of any utility services to one or more Lots, including without limitation, electric power, natural gas, telephones, water and sewer, storm drainage, water runoff, optical fiber, cable television and other communication or information services.

**Section 2.11** "**Drainage Facilities**" mean, collectively, all drain pipes, detention ponds, sumps, infiltration or dispersion systems, swales, culverts, ditches and other drainage facilities and Improvements, located in the Easement Areas, including the Ponds (as defined below).

**Section 2.12** "**Rockeries**" mean all rock walls, and other soil retention walls and structures, whether made of rock, cement, wood or other materials, located anywhere on the Property, whether in the Easement Areas, or on the Lots. The materials, design, configurations and specifications of the Rockeries, and the scheduling and phasing for initial installation of the Rockeries, shall be determined by Declarant, in its sole and absolute discretion.

**Section 2.13** "**Open Space Areas**" mean those portions of the Property designated on the face of the Plat as Tracts "A" through "G." "**Ponds**" or "**Pond**" shall mean any one or more of the three storm water detention ponds located on the Property, and all facilities, equipment and improvements related thereto, which are located in those areas designated on the face of the Plat as Tracts "A," "B" and "G."

**Section 2.14** "**Improvements**" mean, collectively, all improvements, additions and modifications to the Property that are included within the definitions of "Roadways," "Utility Facilities," "Drainage Facilities,"



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"Rockeries" and/or "Ponds," as set forth above, and all improvements, structures, facilities and equipment related thereto.

**Section 2.16** "Assessments" means all sums that may be lawfully charged or assessed by the Association against any Owner or any Lot, under the terms of this Declaration, or any applicable laws, including, without limitation: (a) annual billings and special Assessments hereunder for all Maintenance Costs, and other sums, (b) charges, fees and fines imposed by the Association; (c) interest and late charges on any delinquent Assessments; (d) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of any delinquent Assessments, (e) all sums, costs, expenses or liabilities, of any nature, that may be incurred by or imposed on the Association in connection with its rights and/or obligations under this Declaration, including any costs and expenses related to the enforcement of any rights under the Declaration, and (f) all other costs, expenses and charges incurred by the Association in the formation, operation and maintenance of the Association, and the administration of its duties hereunder.

### ARTICLE III EASEMENTS

**Section 3.1** Grant of Easements. Subject to the terms and conditions stated herein, as part of Declarant's common plan for development of the Property, Declarant hereby reserves, establishes, grants and declares for the benefit of all present and future Owners, their heirs, successors and assigns, all of the Easements set forth on the face of the Plat, including the following perpetual, nonexclusive appurtenant easements (collectively, the "Easements"):

a. Easements for Roadways, Utility Facilities and Drainage Easements. Ingress, egress, utility and drainage Easements, under, over, through and across the Property, as shown on the face of the Plat. The purposes of the Easements shall be for installation, maintenance, repair, restoration, inspection and preservation of the Roadways, Utility Facilities and Drainage Facilities.

b. Easements For Slopes, Cuts, Fills. Declarant hereby reserves, establishes, grants and declares Easements, over, under, through and across that portion of the Property contiguous and/or adjacent to the Roadways for the purpose of making all slopes, cuts, fills, and all other improvements, to the extent reasonably necessary to protect the Improvements within the Easements.

c. Easements for Surface and Ground Water Flow. Declarant hereby reserves, establishes, grants and declares Easements under, over, through and across the Property for the flow of surface water, runoff and groundwater to drain from, over and across the Roadways and the Lots, and through and into the Drainage Facilities, in all locations and routes where such water might flow around, across and/or away from any Improvements.

d. Easements for Repairs and Maintenance. Declarant hereby reserves, establishes, grants and declares Easements under, over, through and across all portions of the Property to the extent reasonably necessary or helpful to permit the Declarant, the Association, and any employees, agents or contractors of either of them to access any portion of the Roadways, Utility Facilities, Drainage Facilities, Rockeries, and all other Improvements, for purposes of inspection, installation, construction, repairs, maintenance, replacement and restoration of the same, (provided that the Association shall not access those portions of the Rockeries located on Lots, outside of the Easement Areas, unless authorized under Section 5.3 below).

e. Easements Over Tract "H". Notwithstanding any terms herein, or on the Plat, to the contrary, the Easements located within that portion of the Plat designated on the Plat as Tract "H" shall be limited by and subject to the terms of this Section 3.1.e. Rights of ingress, egress and surface use of that portion of Tract "H" located between Lots 36 and 37 shall be for the shared and exclusive use and benefit




of the Owners of Lots 36 and 37, with the Owners of Lots 36 and 37 sharing equally in all costs of maintaining and repairing all driveway improvements that are shared by Lots 36 and 37. Rights to use the surface of that portion of Tract "H" located between Lots 32 and 33 shall be for the exclusive use of each such Lot, with each such Lot entitled to use up to the center line of Tract "H" (provided that the Owners of Lots 32 and 33 are prohibited from constructing or locating any structures or physical improvements in Tract "H" other than landscaping). The terms of the Section 3.1.e shall not limit or restrict the rights or entitlements of the Declarant or the Association otherwise granted hereunder with respect to Tract "H."


f. **Additional Easements Granted by Association.** At any time in the future, the Board of the Association may elect (in its sole and absolute discretion) to grant exclusive easement rights to one or more Owners over portions of the Open Space Areas; provided that (i) such additional easements shall only be granted in writing, on terms and conditions acceptable to the Board (in its sole discretion), and recorded with the Thurston County Auditor, (ii) in no event shall such additional easements permit the construction or placement of any structures or physical improvements in any portions of the Open Space Areas, (iii) the uses permitted by such additional easements shall be limited to passive recreational uses and landscaping, and (iv) in no event shall the granting of such additional easements cause any harm to any of the Improvements, or violate or conflict with any applicable laws.

**Section 3.2 Declarant's Reserved Right to Change Legal Descriptions.** Notwithstanding any terms herein to the contrary, Declarant reserves the right (in its sole and absolute discretion) to add to, subtract from or otherwise modify (i) the legal description or boundaries of any portion of the Property that is then owned by the Declarant or (ii) the legal description or boundaries of any portion of the Easements, provided any real property to be added to the description of the Easements is then owned by Declarant. Declarant reserves the right to change any one or more of the foregoing legal descriptions unilaterally (and in Declarant's sole and absolute discretion), without prior notice to, or consent or approval of, any Owner; provided that any such change in legal descriptions by the Declarant shall not in any manner cause any Owner other than Declarant to be denied the right to access, or receive utilities to, those Lots owned by such Owner. For purposes of this Declaration, rights of access or utilities are not deemed denied or in any way detrimentally effected due to a change in legal description that increases the length of, adds to the cost of, or increases the inconvenience of, an access or utility route. Any change to any legal description under this Section shall be effected by amendment of this Declaration in a notice executed and recorded solely by Declarant, with the effective date of the amendment to be the date of recording.

**Section 3.3 Declarant's Reserved Right to Designate Other Property to be Benefited by the Easements or the Improvements.** So long as Declarant owns any Lot, and/or any portion of the Property, Declarant reserves the right (in its sole and absolute discretion) to grant and/or extend the use of all or any portion of the Easements, and to any Improvements located on the Easements, to any real property not then included in the definition of "Property" hereunder, whether owned by Declarant or not (the "Additional Benefited Parcels"), without consent or approval of any Owner. If Declarant so extends the benefits of the Easements or Improvements to any Additional Benefited Parcels, such Additional Benefited Parcels will be subject to all of the terms and conditions set forth in this Declaration, including the obligation to share liability for the costs and expenses related to the maintenance, repair, preservation and restoration of such shared Easements and Improvements, with each separate legal parcel (as the same may change from time to time) comprising the Additional Benefited Parcels to be treated as a "Lot" hereunder for the purpose of levying Assessments.

**Section 3.4 Deeding of Certain Tracts to the Association.** Within thirty days of the end of the Period of Declarant's Control, Declarant shall convey (by quit claim deed) Tracts A through K to the Association; subject, however, to the Declarant's right to modify the legal description, square footage and boundaries of one or more of Tracts A through K, pursuant to the terms of Section 3.2 above. In Declarant's sole and absolute discretion, Declarant may elect to so deed any one or more of Tracts A through K to the Association before the end of the Period of Declarant's Control. Declarant shall pay any excise taxes that may arise upon the recording of the deed for Tract A through K. Upon the recording of such deed, the Association shall thereafter become exclusively liable for, and shall indemnify and hold Declarant harmless from, all taxes, assessments, charges and other liabilities that

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arise from the ownership of the Tract so deeded.

#### ARTICLE IV USE RESTRICTIONS

Declarant hereby declares, as part of Declarant's common plan for development of the Property, that the Property and all portions thereof shall be held, sold and conveyed subject to the following covenants, conditions and restrictions.

**Section 4.1 Residential Uses.** Except as expressly provided in this Declaration to the contrary, no Lot shall be used for any purpose other than for single-family residential uses, in accordance with all applicable laws, rules, ordinances and regulations, and legal uses incidental thereto. All Lot improvements shall be of permanent construction. No temporary structure, trailer, garage, outbuilding or other similar device shall be maintained on any Lot except during the construction of permanent property improvements. Temporary structure must be removed no later than 30 days after issuance of occupancy permit for the primary residence located of the Lot.

**Section 4.2 View Protection.** Notwithstanding any terms herein to the contrary, no Owner shall cause or permit any trees, bushes, other landscaping elements, building, structure or other Lot improvements located anywhere on such Owner Lot (each a "Burdened Lot") to exceed thirty-five (35) feet in height, measured from the average mean grade elevation of the Burdened Lot. The Owner of each Lot is exclusively and entirely liable for all costs and expenses related to the pruning, topping or other cutting of trees and bushes, or the removal of other improvements, on such Lot to the extent required by the terms of this Section 4.2. In the event that the Owner of a Burdened Lot fails to cut, prune and/or top trees and bushes, as required by this Section 4.2, then the Owner of any Lot (each a "Benefited Lot") is entitled to give thirty-days' prior written notice to the Owner of the Burdened Lot stating their desire to enter onto the Burdened Lot and to cut, prune and/or top trees and bushes as necessary to enforce compliance with the terms of this Section 4.2. Prior to the end of the thirty-day period, the Owners shall meet together, in good faith, and attempt to agree on the cutting, pruning and/or topping necessary to comply with this Section 4.2. If the Owners are able to reach such an agreement, then the agreed-upon cutting, pruning and/or topping shall be completed by the Owner of the Burdened Lot within thirty days, at no cost to the Owner of the Benefited Lot. If the Owners are not able to reach such an agreement, then the matter shall be submitted to arbitration before an arbitrator acceptable to both parties, or (in the absence of agreement on the arbitrator) the arbitrator shall be selected by the presiding judge of Thurston County Superior Court, after petition by either Owner.

**Section 4.3 Compliance with Applicable Statutes, Regulations and Ordinances.** Notwithstanding any terms herein to the contrary, each and every Owner and Occupant shall be exclusively responsible for compliance with all applicable federal, state, county and/or governmental statutes, ordinances, rules, regulations and orders relating in any way to the ownership, use, preservation, maintenance and/or improvement of the Lots or any other portion of the Property, with the terms of this Declaration. Without limiting the generality of the foregoing, it is the sole and exclusive responsibility of the Owner and Occupant to verify if a permit is required by any governing authorities, and to obtain all necessary permits prior to commencement of any improvements of, or other activities on, a Lot.

**Section 4.4 Subdivision of Lots.** In no event shall any Owner subdivide, plat or otherwise legally divide any Lot included in the Property.

**Section 4.5 Manufactured Housing.** Modular or manufactured homes (including without limitation single-, double- or triple-wide mobile homes) and/or any other form or type of structure that is substantially built or constructed off of the Owner's Lot, shall be expressly prohibited on the Property.

**Section 4.6 Additional Structures.** All dwellings must have an attached garage. Additional outbuildings, lawn/garden/tool sheds, green houses, play structures, and other structures ancillary or incidental to the primary residential home located on a Lot may be constructed if permitted under applicable laws, rules, ordinances and regulations, and under the terms of this Declaration; provided commencement of construction of additional structures shall not begin until the primary single-family residential home is constructed on the Lot. Notwithstanding the foregoing, no accessory or additional dwelling units, guest houses or "mother-in-law apartments" shall be permitted on any Lot.



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**Section 4.7 Dwelling Size.** The total enclosed floor area for any primary dwelling to be located on a Lot shall not be less than 1500 square feet. The foregoing square footage calculations shall exclude basements (other than daylight basements), porches, decks, and/or garages. For purposes of this Declaration, a basement shall be deemed a "daylight basement" if at least one wall is substantially above grade, and has at least one window.

**Section 4.8 Exterior Materials.** All roofing materials used on any Lot must be cedar shingle, cedar shake, tile, metal tile or 30-year (or more) architectural grade composition. Aluminum or vinyl siding, T-111, or other similar materials may not be used for final exterior siding on any side of a building located on a Lot. Brick, stone or comparable faux veneer shall be installed on at least 20% of the front of the first floor of each primary residence and garage constructed on a Lot.

**Section 4.9 Maintenance of Structures and Grounds.** Each Owner and Occupant shall maintain his or her Lot, and residence thereon, in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or public nuisance.

**Section 4.10 Completion of Construction.** Any construction, altering, repairing or reconstruction of any structure or improvement shall be diligently prosecuted until completion thereof, and, in any event, the exterior of the structure (including all exterior finish painting) shall be completed and finished within nine (9) months from the date on which work first commences.

**Section 4.11 Landscaping, Fences and Hedges.** All front yard landscaping must be substantially completed within a six-month period of time from the date of issuance of an occupancy permit for a Lot. No fencing shall be constructed in the front yard of any Lot that exceeds forty-two (42) inches in height. All other fencing, barriers or walls, of any type, may not exceed a height of six (6) feet, and shall be well constructed and finished.

**Section 4.12 Damage and Construction Debris Due to Construction Activities.** Each Owner and Occupant will be exclusively responsible and liable for any and all damage to Roadways, Drainage Facilities, Rockeries, Utility Facilities, and any other Improvements, resulting or arising from construction or repair activities on such Owner's Lot. Any Owner and Occupant performing or contracting for any construction activities on the Property must arrange for the clean up and repair of all such Improvements and areas impacted by such construction activities. In the event that an Owner and Occupant does not perform all clean-up and repair activities required in this Section within 30 days following the completion of construction activities or within 15 days following written notice by the Association, the Association or Declarant are entitled to proceed with said clean-up and repairs, and to collect the cost of doing so from the Owner as an unpaid Assessment due by such Owner. At the election of the Association or Declarant (each in their sole discretion), the Association or Declarant may require any Owner and Occupant to make a deposit of \$1,000, as security for performance of such Owner's obligations under this Section, which can be collected at any time after commencement by such Owner and Occupant of construction activities on the Owner's Lot. The deposit, less any amounts due under this Section will be refunded to the Owner and Occupant after completion all such construction activities.

**Section 4.13 Off Street Parking/No Parking on Roadways.** All Lot Owners shall provide for sufficient on-site parking, and shall not allow any vehicles to be continuously or regularly parked on the Roadways; provided, however, that during construction of improvements to a Lot, vehicles shall be allowed to park in the Roadway immediately in front of the area of such construction activities during normal business hours, to the extent reasonably necessary for such construction activities, so long as such vehicles are not to be parked overnight and such vehicles do not obstruct traffic on the Roadway.

**Section 4.14 Trailers/Motor homes.** Except as otherwise permitted in this Declaration, no house trailers, trucks larger than one-ton pick-up trucks, campers, travel trailers, mobile homes, boats or boat trailers, or other recreational vehicles are permitted on any Lot unless housed within a garage or otherwise substantially hidden from view of the Roadway and all other residences located on the Property.

**Section 4.15 No Firearms/Weapons/Explosives.** No firearms of any kind shall be discharged, at any time, in any location, on the Property. No hunting is permitted on the Property at any time, and no bow and arrows,



crossbows, or other weapons of any type are to be discharged anywhere on the Property. No fireworks or explosives of any type may be used at any time, in any location, on the Property, except as reasonably necessary to the construction of a permitted improvement on a Lot, provided such activities are conducted by an appropriately licensed contractor, who has obtained all legally required permits.

**Section 4.16 Motorcycles.** All motorcycles and motorbikes anywhere on the Property must be muffled, and fully licensed for street use. All such motorcycles or motorbikes may only be used for transportation purposes on the Roadways.

**Section 4.17 Vehicles in Disrepair.** No equipment or vehicles (including buses, boats or trailers of any description) shall be dismantled or repaired, or parked or stored in a state of disrepair, on any Lot for a period of longer than seven days, unless within a closed garage.

**Section 4.18 Business and Commercial Uses.** Except for home-based business uses expressly permitted under applicable laws, rules, ordinances and regulations, no trade, craft, business, profession, commercial or similar activity of any kind may be conducted on any Lot, nor may any goods, construction equipment, materials or supplies used in connection with any trade, service or business be sold from, stored on, or placed outside on any Lot; provided that construction equipment and materials may be placed on a Lot to the extent reasonably necessary for the construction of a residence (and permitted outbuildings) on that Lot, in the normal course of such construction activities. If a trade or business is permitted on a Lot under the terms of this Section, such trade or business may not create or emit a level of noise, vibration, smoke, dust, odors, heat, light, glare or parking or traffic load that is in excess of the levels customarily found in single-family residential neighborhoods. Notwithstanding any terms herein to the contrary, in no event shall any Lot be used to raise, breed, store, slaughter, graze, hold or sell any livestock, or other animals of any type, whether for personal, domestic, business or commercial purposes, except as expressly permitted under Section 4.19, below.

**Section 4.19 Pets.** Owners or Occupants are permitted to keep dogs, cats, birds, other domesticated house pets (collectively, "Pets") on Lots; provided that (i) such Pets shall be exclusively for personal, non-commercial uses, and of such number and of such types as are consistent with the use of the Property as a residential neighborhood for single-family residents, and not farms; (ii) no Owner or Occupant may cause, permit or allow any Pets to roam, run, stray or be away from the Lot of such Owner or Occupant unless such Pet is on a leash, or otherwise controlled and/or adequately supervised; and (iii) no Pet may be kept on a Lot unless in full compliance with all applicable laws and regulations. Any animal found roaming, running, straying or being away from its owner's Lot, as herein provided, will and is hereby declared to be a nuisance, and such animal may be seized and impounded pursuant to the applicable ordinance of Thurston County and/or any other public municipality that might annex the Property. No Owner or Occupant may permit his or her Pets to make excessive noise, at any times. All Owners or Occupants who keep Pets shall pick up and properly dispose of all waste deposited by their Pets at any location on the Property.

**Section 4.20 Rubbish and Trash.** No Lot may be used or maintained as a dumping ground, landfill or disposal site for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste. All trash, garbage or other waste generated from use or occupancy of Lots for permitted residential purposes must be stored, handled and disposed of in accordance with all applicable laws, must be kept in appropriate sanitary containers prior to disposal, and may not be disposed of on any portion of the Property or buried or burned anywhere on the Property. No yard rakings, rocks, branches, slash, roots, dead grass, lawn clippings or other materials accumulated as a result of landscaping or Lot-clearing activities shall be stored or disposed of on any other Lot or the Roadways. The proper removal and disposal of all such materials shall be the sole responsibility of the Owners and Occupants who generated or accumulated such materials, and each such Owner and Occupant hereby agrees to indemnify, defend, protect and hold harmless the Association, the Declarant and all other Owners and Occupants from any violation of the terms of this Section. Notwithstanding the foregoing, an Owner or Occupant may maintain a non-commercial compost pile or bin, for the purpose of lawfully composting organic wastes used or generated on such Owner's or Occupant's Lot; provided such activities are in strict compliance with applicable law.

**Section 4.21 Signage.** No sign or display of any kind shall be posted or displayed to the public view on any Lot except for (i) one professional sign of not more than one square foot for the purpose of announcing a home-based business, if permitted under this Declaration, (ii) one temporary sign of not more than five square feet advertising the sale



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or rental of any Lot, (iii) temporary signs used by builders, contractors or lenders during the periods of construction and sales of a Lot, and (iv) address and names signs, on a type and size customarily posted on single-family residential lots. The Association may cause any sign placed upon the Property in violation of this provision to be removed, without the need for any order or process of any court.

**Section 4.22** Speed Limit. Unless the Association posts a different speed limit, no vehicle shall exceed the speed of 25 miles per hour on any of the public roads within the Plat (Vista Loop SW and Ridge Loop SW), or 15 miles per hour on any other roads located within the Plat.

**Section 4.23** Burning. No burning, either inside or outside of a structure, is permitted on any portion of the Property unless expressly permitted under applicable laws and regulations.

**Section 4.24** Offensive Activities. No Owner or Occupant may cause or permit any activity on a Lot, which is offensive, noxious, or otherwise materially detrimental to the use of the Property as a residential community, or which violates any applicable law, ordinance or other governmental requirement.

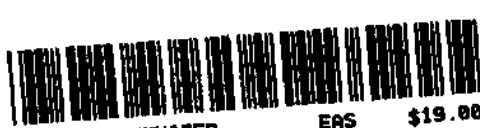
**Section 4.25** Drainage Facility Hook-ups. Owners shall install and connect all yard drains, down spout drains and footing drains into the Drainage Facilities, and otherwise comply with all laws and regulations applicable to drainage matters.

**Section 4.26** Antennas. No antennas are permitted to be constructed or placed on any Lot, with the exception of 18-inch or smaller satellite dishes, which must be installed on the sides or rear of the home, and reasonably shielded from view of the Roadways or public streets.

**Section 4.27** Open Space Restrictions. All Lots, Owners and Occupants shall comply and be subject to the following restrictions applicable to the Open Space Areas (as defined above).

a. Protection of Open Space Areas. The Association shall preserve and protect the Open Space Areas in accordance with the terms and conditions of this Declaration. Subject to the terms set forth below, no Owner or Occupant shall be permitted to use, access, improve or enter onto any portion of the Open Space Areas. Without limiting the generality of the foregoing, the following activities shall be expressly and entirely prohibited in the Open Space Area (except as otherwise expressly stated to the contrary in this Section 4.27): (i) hiking, picnicking, and all other passive uses, (ii) horseback riding, (iii) installation of playgrounds, ball fields, sports courts or similar facilities, (iv) operation of any vehicles, bicycles, equipment or machinery, of any nature, whether motorized or not, (v) fishing, hunting or trapping of animals, (vi) livestock or animal housing or grazing, (vii) construction of any buildings, structures, decks, wells, drainage or septic systems or fixtures of any nature, (viii) re-grading, removal, excavation or disturbing of soil, peat, rocks or other surface or subsurface materials, or any other form of harvesting, mining or removal of any natural products, (ix) constructing or installing any pathways, trails, picnic areas, benches, landscaping, paving, fixtures or improvements of any nature, and (x) topping, felling, trimming, pruning, clearing, gathering or moving of any trees, bushes, shrubs, grasses, plants or other vegetation, whether living or dead.

b. Association Right to Preserve the Open Space Areas. Notwithstanding the foregoing, the Association (but not any individual Owners, nor their guests, employees or contractors) shall have the right to enter onto the Open Space Area (without notice to or consent of any other person or entity) and to make improvements and alterations therein (including without limitation the right to cut, clear, maintain, alter and/or replace native or non-native vegetation and landscaping throughout the Open Space Area, hunt or trap wildlife in the Open Space Area, and re-grade, clear, improve and otherwise modify the Open Space Area) as the Association may deem (in its sole discretion) to be appropriate, necessary, desirable or convenient in order to: (A) preserve and/or maintain the Open Space Area, (B) respond to any threat to public health or safety, or to private property anywhere within the Plat, (C) manage or control erosion, or surface or ground water throughout the Property, and (D) to preserve views from one or more Lots, to the extent such views exist as of the date hereof (though the Association shall not be obligated to take any view-protection measures, of any nature, and such

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measures may or may not be taken by the Association, as it elects, in its sole and absolutely discretion).

## ARTICLE V MAINTENANCE COVENANTS

Declarant hereby declares, as part of Declarant's common plan for development of the Property, that the Property, the Improvements, and all portions thereof shall be held, sold and conveyed subject to the following restrictions, covenants and conditions.

### Section 5.1 Maintenance of Certain Improvement by Association.

a. Repair and Maintenance Obligations. Except as noted in Section 5.3 below and in Section 3.1.e above, all costs, expenses, obligations and liabilities to preserve, repair, maintain, replace and restore (i) the Roadways, (ii) the Drainage Facilities (including the Ponds), (iii) the Utility Facilities, and (iv) the Rockeries (collectively, the "Maintenance Costs") shall be the responsibility of the Association. All Maintenance Costs shall be divided into as many shares as there are Lots on the Property, and the holder(s) of fee title to a Lot shall be assessed one share of Maintenance Costs, as part of the Assessments levied hereunder (except as otherwise required under Section 5.3 below or Section 3.1.e above).

b. Standards of Maintenance. The Association shall maintain, repair and preserve the Roadways as paved roads, suitable for all-weather vehicular and pedestrian traffic, in accordance with all terms of this Declaration and applicable law, with such maintenance to include repair of potholes and chuckholes, removal of trees, limbs and other debris, all necessary re-grading and resurfacing, cleaning and maintenance of necessary drainage ditches, and all other reasonable repairs and maintenance. The Association shall maintain, repair and preserve the Utility Facilities as necessary to the effective delivery of utility services to the Lots in accordance with all applicable laws, and all reasonable standards of maintenance customarily applicable to similar utility facilities serving similar residential communities. Subject to Section 5.3 below, the Association shall maintain, repair and preserve the Drainage Facilities and the Rockeries to the standards set by, and the requirements imposed by, all applicable codes, ordinances and other legal requirements, all agreements entered into with the City of Tumwater related to the Drainage Facilities and/or the Rockeries, and all reasonable standards of maintenance customarily applicable to similar drainage systems and rockeries, including without limitation that certain Storm Water Maintenance Agreement recorded against the Property in favor of the City of Tumwater.

c. Extraordinary Maintenance/Repair. In the event the Association determines, in the exercise of its sole discretion and judgment, that any Owner (or his agent, employee, contractor, guest, family member or other invitee) has damaged or disturbed any portion of the Roadways, the Drainage Facilities, the Utility Facilities, the Rockeries, or any other Improvements, in excess of ordinary wear and tear, such Owner (the "Responsible Owner") must restore the damaged Improvements to a condition which is substantially similar to the condition of the same prior to the damage, pay all costs related to the same, and reimbursement the Association for any such costs. If the Responsible Owner fails to pay all sums or take all actions required under this Section 5.1.c, the Association may (but is not obligated to) make all such repairs without the Responsible Owner's consent, and may bring an action at law against the Responsible Owner to recover the costs of such repairs, together with all costs incurred and reasonable attorneys' fees, as an Assessment hereunder. Furthermore, the Association may record a lien for such costs upon the Responsible Owner's Lot(s), and enforce or foreclose such lien in the same manner in which Assessments may be enforced. The terms of this Section 5.1.c shall control in the event of any conflict between this Section and any other terms of this Declaration that allocate responsibility for Maintenance Costs.

Section 5.2 Preservation of Improvements by Owners. Owners and Occupants shall take no any actions that would cause damage or injury to any portion of the Improvements beyond normal usage, except as expressly permitted in this Declaration. Without limiting the generality of the foregoing, no Owner or Occupant is



permitted to destroy, injure, modify, alter, relocate or change in any way, any part of the Roadways, the Drainage Facilities, the Rockeries or the Utility Facilities that exist on their Lot as of the date of their acquisition of such Lot, or that come to be installed on their Lot in accordance with the terms of this Declaration.

**Section 5.3** Owners' Maintenance Obligations for Rockeries. Notwithstanding the foregoing (but subject to Section 5.1.c), the maintenance and repair of those portions of the Rockeries that are located within the boundaries of any Lot shall be the exclusive obligation of the Owner of such Lot, at no cost to the Association or to any other Owners. In the event an Owner breaches its obligations under this Section 5.3, the Association may (but is not obligated to) make all repairs it deems necessary to appropriately preserve the Rockery in question, without the consent of the Owner of the Lot on which the same is located. The Association may bring an action at law against such Owner to recover the costs of such repairs, together with all costs incurred and reasonable attorneys' fees, as an Assessment hereunder. Furthermore, the Association may record a lien for such costs upon such Owner's Lot(s), and enforce or foreclose such lien in the same manner in which Assessments may be enforced.

**Section 5.4** Additional Maintenance Obligations of the Association. Pursuant to the terms of the Plat, the Association shall additionally maintain, repair and preserve the school bus shelter located on Tract "E," and the Fire Lane/No Parking signs that may now or hereafter become located on any portion of the Easement Areas or the Lots. All costs and expenses related to such maintenance shall be included in the definition of "Maintenance Costs" set forth in Section 5.1 above.

**Section 5.5** Tract "ZZ". Notwithstanding any terms herein or on the face of the Plat to the contrary, neither the Declarant, nor the Association, nor the Owners shall have any duty or responsibility to preserve, repair, maintain, replace or restore any portion of the area designated on the face of the Plat as Tract "ZZ," nor any improvements thereon, due to the fact that Tract "ZZ" is dedicated to the City under the terms of the Plat.

## ARTICLE VI THE ASSOCIATION

**Section 6.1** Incorporation of the Association. The Association will be incorporated by the Declarant as a Washington non-profit corporation, and it will operate under the Revised Code of Washington, Chapter 64.38, and in accordance with the terms of such statutes and the Association's Articles of Incorporation and Bylaws.

**Section 6.2** Membership in the Association. Every Owner shall automatically be deemed a member of the Association, subject, however to the provisions of Declarant's Control in Section 6.4 below. The Association, whether under the control of the Declarant or the Owners, shall be responsible for administering and enforcing the terms of this Declaration. No owner of real property located outside the boundaries of the Property shall become a member of the Association, notwithstanding the fact that they might be entitled to use the Improvements. Subject to the Declarant's rights as described in Subsection 6.4, membership on the Association shall be inseparable and appurtenant to the Owner's or contract purchaser's interest in a Lot located within the Property. Upon transfer of the fee interest to a Lot, or upon the execution and delivery of a contract for sale of the same (or an assignment of a contract purchaser's interest in a Lot), the membership in the Association shall be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. No membership in the Association may be transferred, assigned, or conveyed in any manner other than in the manner set forth herein.

**Section 6.3** Voting Rights. Following the expiration of the Period of Declarant's Control, each member of the Association shall have one (1) vote for each legally separate Lot owned within the Property. In the event that the Period of Declarant's Control is terminated before the Declarant sells 100% of the Lots located within the Property, then, and in that event, Declarant shall still be considered as a member of the Association, and Declarant shall have one (1) vote for each Lot owned, as described herein. If any Lot or Lots are held jointly by two (2) or more persons and/or entities, the several Owners of such interest shall be entitled collectively to one (1) vote per Lot and in the event of such joint ownership, the joint Owners shall designate one (1) of their number as the member of the Association. In no event shall more than one vote be cast with respect to any given Lot. If joint Owners of a



Lot(s) are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If more than one vote is cast for a particular Lot at a meeting of the Association, none of the votes cast for the Lot(s) shall be counted and the votes shall be deemed void. After the Period of Declarant's Control, the business of the Association, with the exception of any amendments to this Declaration, as hereinafter defined, shall be approved by a simple majority of those members present either in person or by proxy at such meeting. During the Period of Declarant's Control, all business of the Association shall be conducted at the sole discretion and election of the Declarant, without the need for consent of or notice to any other Owners, provided that the activities of the Association must be reported at least annually to the Owners at the annual meeting described below. Notwithstanding any terms herein to the contrary, for purposes of voting and establishment of a Quorum, whether during or after the Period of Declarant's Control, the Declarant is entitled to cast one (1) vote for each Lot then owned by the Declarant.

**Section 6.4 Declarant's Control.** By accepting a deed to any Lot, every Owner agrees that this Declaration shall constitute a binding and legally enforceable voting agreement between such Owner and the Declarant under which the Declarant shall have the sole authority and discretion to cast all votes for, and otherwise control and act as, the Association for the period defined below as the "Period of Declarant's Control." In accordance with the foregoing authority granted to the Declarant, the Declarant, either directly or by and through its designee (which designee may be a private third-party contractor), shall unilaterally perform the functions of, and exercise all powers of, the Association as herein described, without notice to or consent of any other Owner, and the actions of the Declarant or its designee (in its sole and absolute discretion) shall be deemed to be the actions of the Association during the Period of Declarant's Control. The Declarant shall retain this right until the earlier of: (i) the date Declarant expressly surrenders this right, in a written instrument recorded with the Thurston County Auditor, or (ii) the date Declarant no longer holds an interest in any portion of the Property (this period to be referred to herein as the "Period of Declarant's Control").

**6.5 Association Meetings.**

a. **Annual Meeting.** The Association, even during the Period of Declarant's Control, must meet at least once a year to determine what improvements, repairs and maintenance, if any, are required for the Roadways, Drainage Facilities, Rockeries and other Improvements, and to assess the cost of the same (provided that Declarant shall be entitled to vote all members' shares, in its sole discretion, during the Period of Declarant's Control). The Annual Meeting shall be held each year within sixty days before or after the anniversary of the recording of this Declaration, at such reasonable time and place designated by written notice of the Declarant or the Chairperson of the Association delivered to the Owners in the manner provided below. Following the Period of Declarant's Control, the Owners shall within sixty (60) days select officers who shall serve on an annual basis or on such other terms of office as the Association may establish. At the annual meeting, there shall be presented a report of the common expenses for the preceding fiscal year and the allocation of the receipts and disbursements of the Association to each Owner.

b. **Special Meetings.** Special meetings of the Association may be called at any time for considering matters that might require the approval of the Association, or for any other reasonable purpose. Special meetings may be called at the sole discretion of the Declarant during the Period of Declarant's Control, by written notice to the Owners. Following the Period of Declarant's Control, special meetings may be called by Owners having at least 10% of the total voting power on the Association, or by written request to the chairperson or president of the Association, who shall immediately issue notice of the special meeting to the Owners. Notice of any special meeting shall be delivered in the manner prescribed below.

c. **Notice.** Written notice of the time and place of any meeting of the Association for any purpose shall be given to all Owners not less than fourteen (14) nor more than sixty (60) days in advance of the meeting. Notice for any special meeting other than the annual meeting shall specify, to the extent known or anticipated by the Association at the time of the notice, the general nature of the business to be conducted at the meeting. Notice shall be delivered by first class U.S. Mail, or hand delivered. If delivery is made by

mail, any notice shall be deemed to have been delivered when a copy has been deposited in the United States mail, first class postage prepaid, addressed to the person entitled to the notice at the most recent address given by the Owner to the Association, in writing, for the purpose of service of notice, or the most recent address known to the Association. Each Owner of each Lot shall at all times have the sole burden of providing the chair of the Association a current address and phone number for purposes of contacting that Owner. If any Owner fails to provide the Association with its current address, then the Declarant or the Association, at its sole option, may use the last know mailing address for such Owner, or the address for such Owner listed in the public tax assessor records as the address for receipt of property tax information for all official business of the Association.

d. **Quorum.** At any annual or special meeting of the Association, following the end of the Period of Declarant's Control, a quorum is required prior to the conduct of any business. A quorum shall consist of members entitled to vote, in person or by proxy, at least thirty-four percent (34%) of the total Association votes (a "Quorum"). Provided, however, if the required Quorum is not present at any meeting, the Chairperson may call another meeting on notice to all members of not less than ten (10) nor more than thirty (30) days, and the required Quorum at the subsequent meeting shall be one-half (1/2) of the required Quorum at the preceding meeting. The reduced Quorum requirement provided for under this section shall not be effective at any subsequent meeting held more than sixty (60) days following the preceding meeting. No reduction of the number of votes required for a Quorum shall have the effect of reducing the number of votes required to adopt any measure which requires the approval of a stated percentage of the total voting power of all members and/or Owners rather than a percentage of the votes cast. For purposes of voting and establishment of a Quorum, whether during or after the Period of Declarant's Control, the Declarant is entitled to cast one (1) vote for each Lot then owned by the Declarant, or for which Declarant is entitled to vote pursuant to Section 6.4 above.

e. **Proxies.** After the Period of Declarant's Control, an Owner may appear and vote at a meeting of the Association by a signed and dated proxy executed in writing. Such proxy shall be effective for voting purposes when received and shall be filed with the Secretary of the Association before or at the time of the meeting.

**Section 6.6 Assessments.**

a. **Annual Billing.** The Association shall issue an annual billing for each Lot stating the total pro-rata share of all Maintenance Costs, together with a pro-rata share of all other costs, expenses and charges included in the definition of "Assessments" hereunder, which shall be an Assessment charged against each Lot. Assessments may be levied either in advance of the contemplated work, during any stage of the work, or upon completion of the work. In connection with each annual meeting of the Association, the Board shall propose an annual budget for all costs and expenses to be assessed against the Owners and the Lots. The annual budget, which shall be the basis for annual Assessments during the twelve-month period thereafter, shall be subject to the approval of the Association, by a vote of the members at a duly called meeting. If and until a new annual budget is approved by the Association, in accordance with the terms of this Declaration and applicable law, the existing budget and Assessment level from the prior twelve-month period, shall continue to be applicable to the next such twelve-month period. Collection of all Assessments shall be the responsibility of the Association, acting through its Board, and the agents and designees of the Board. Once annual Assessments are determined in accordance with this Section 6.6, the Association shall assess each Owner its share, and notify in writing each Owner of the amount due and the date for payment. The written notice shall be provided at least thirty days prior to the date for payment. Assessments may be collected for costs and expenses anticipated for the current year, or for the purpose of creating a reserve for payment of future costs and expenses, at the sole discretion of the Association.

b. **Special Assessments.** If the annual billings for each Lot at any time proves inadequate to meet all costs and expenses included in the definition of "Assessments," for any reason, including

non-payment for any reason by one or more Owners, or if costs or expenses arise which were not included in the annual budget, the Association may levy special Assessments for such additional costs and expenses against the Owners, provided the Owners approve such Special Assessments at a special meeting called pursuant to Section 6.5, above. Notwithstanding any terms herein to the contrary, the Board of the Association may (at its discretion) levy Special Assessments for any fees, costs, expenses, charges or other obligations that, under the terms of this Declaration or applicable law, apply to or are the responsibility of one or more (but not all) Owners, and no vote, consent or approval of the Owners or the Association Members shall be required for such Special Assessments.

c. **Delinquent Assessments.** Any Assessments not paid by the due date shall be delinquent. There shall be a charge on the Lot owned by the delinquent Owner, which shall be a continuing lien for the amount of all delinquent Assessments, plus interest and all costs, expenses and attorneys' fees incurred in collection efforts. Each Assessment shall also be the personal obligation of the Owner at the time any payment was due. Any Assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 12% per annum.

d. **Legal Action.** The Association, or its designee, may bring an action at law to recover delinquent Assessments. Furthermore, after making one written demand to the Owner for payment of delinquent Assessments, the Association may record a lien against the delinquent Owner's Lot in the office of the Thurston County Auditor's Office; provided that this Declaration shall automatically constitute a lien for all unpaid Assessments against all Owners and Lots, without the need to file any further notice or other documentation. If payment is not made when due, the lien may be foreclosed against the Lot owned by such delinquent Owner, and interest, costs (including expenses of a title search) and actual attorneys' fees incurred therein shall be added to the amount of the Assessment then due and owing. Provided, however, the Association, irrespective of whether or not a lien is actually foreclosed, shall be entitled to recover costs and reasonable attorney's fees incurred in connection with the collection of any delinquent Assessment, whether or not the collection activities result in suit being commenced or prosecuted to judgment, and further, irrespective of whether or not an actual lien was ever recorded against the pertinent Lot of the Owner.

e. **Nonwaiver.** No Owner or purchaser may waive or otherwise escape liability for the Assessments provided for by this Declaration by the non-use of all or any portion of the Improvements, or by the abandonment of his/its Lot within the Property.

f. **Subordinate to First Mortgages.** Any lien for unpaid Assessments provided for by this Declaration shall be subordinated to the lien of any purchase money, first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien.

g. **Certificate of Assessment.** A certificate executed and acknowledged by the Chairperson of the Association, or another authorized agent of the Association, if the Chairperson is not available, shall be made available to any Owner or lender designated by an Owner stating the debt (or lack of debt) for any Assessments secured by any Assessment lien upon any Lot (the "Certificate"). The Certificate shall be conclusive as to the amount of the debt on the date of the Certificate. As soon as practicable upon receipt of a written request to do so, the Association shall issue the Certificate to any Owner or lender designated by the Owner, at a reasonable fee to be set by the Association.

h. **Hold Harmless/Indemnification.** As a condition of exercising their respective rights to use the Improvements, each Owner, on its own behalf and on behalf of its agents, employees, contractors, guests, family members, invitees, successors and/or assigns (collectively referred to herein as "Owner"), agrees to indemnify and save harmless the Declarant, the Association, and each and every other Owner, and their respective successors and assigns, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind and nature, including attorney's fees, to the greatest extent as allowed by law, arising out of and in connection with or incident to the Owner's respective uses of any

Improvements.

## ARTICLE VII ENFORCEMENT

**Section 7.1** Enforcement Rights. The Declarant, the Association (through its Board of Directors), and any Owner or Occupant may commence any form of legal proceeding to enforce the terms of this Declaration against any Person violating or attempting to violate any covenant, condition or restriction contained herein, as well as to adjudicate any dispute, of every kind, related to the existence, construction, validity, interpretation, meaning, performance, non-performance, operation, breach, continuance or termination of this Declaration.

**Section 7.2** Fines, Late Charges, and Other Remedies. The Board is hereby empowered, under this Declaration, to impose and collect charges, fees and/or interest for late payment of Assessments, and to assess reasonable fines for violations of this Declaration, and any Bylaws, rules and regulations of the Association. All fines shall be in accordance with a previously established schedule thereof, adopted by the Board and furnished to the Owners, and shall be assessed only after the violator has been provided reasonable notice and an opportunity to be heard before the Board, in accordance with such procedures as may be adopted by the Board (in its discretion). The Board, in the name of and on behalf of the Association, is authorized (in its sole discretion) to commence a legal action against any one or more Owners or Occupants to collect Assessments, to recover sums due for damages, late charges, fees, interest, fines or attorneys' fees, to seek injunctive relief, or to pursue any one or more remedies cumulatively.

**Section 7.3** No Waivers. The failure of the Association or its Board, in any one or more instances, to (i) insist upon the strict performance of this Declaration, the Bylaws, or any other rules or regulations, (ii) to exercise any right or option contained in such documents, or (iii) to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association, or its Board, of any Assessment or other payment from an Owner, even with the knowledge of the existence of any such breach, shall not be deemed a waiver of such breach, and no waiver by the Association or its Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Board.

**Section 7.4** Attorneys' Fees and Costs. In the event of litigation or dispute relating to the enforcement, interpretation or application of any terms of this Declaration, the prevailing party shall be entitled to collect all actual attorney's fees and costs and/or litigation related expenses, regardless of whether or not a lawsuit is actually commenced and including such fees, costs and expenses which may be incurred at arbitration, trial and/or appeal. Any amounts due by one or more Owners to the Association under this Article VII shall automatically constitute a lien against such Owner's Lot(s) in the manner of a Special Assessment hereunder.

## ARTICLE VIII DECLARANT'S RIGHTS OF FUTURE DEVELOPMENT

Declarant intends, at some time in the future, to subdivide or develop all portions of the real property that it owns or may own in the future that are adjacent to the Property. Accordingly, notwithstanding any terms herein to the contrary, the Owners and Occupants hereby irrevocably agree and acknowledge that they shall not protest nor object to any actions or efforts by the Declarant, or its successors and assigns, to develop or subdivide any real property presently owned or hereinafter acquired by the Declarant, its successors and/or assigns, within one (1) mile of any boundary of the Property, so long as said development and subdivision activity is being conducted in a manner consistent with the terms of the applicable rules, ordinances and/or regulations of all relevant governmental entities. The nature, timing, extent and configuration of all such development and subdivision shall be under the exclusive control of, and at the sole discretion of, the Declarant, subject only to the terms of the applicable rules, ordinances and/or regulations of the applicable governmental entities.



**ARTICLE IX  
AMENDMENTS**

Any amendments to this Declaration shall be made by an instrument in writing which sets forth the entire Amendment, and which shall be entitled "[First, Second, Third . . . ] Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Sunrise Ridge at Somerset Hill." All proposed Amendments must be approved and adopted by at least 70% of the members of the Association, through a written consent signed by at least 70% of the members of the Association, and/or by a vote at a duly called meeting of the Association; provided that during the Period of Declarant's Control, such amendments may be approved at the sole discretion of and by the sole signature of the Declarant, acting on behalf of all Owners through the authority granted to Declarant thereunder, without regard to the number of Lots then actually owned by Declarant. Accordingly, during the Period of Declarant's Control, all amendments of this Declaration must be approved in advance and in writing by Declarant. After the period of Declarant's Control, all Amendments when adopted, shall bear the signature of the Chairperson of the Association and shall be attested by another member of the Association, who shall state whether or the Amendment was properly adopted, and shall be acknowledged by the Chairperson of the Association. Amendments once properly adopted shall be effective upon recording in the Thurston County Auditor's Office.

**ARTICLE X  
GENERAL TERMS**

Each and every recitals set forth above, is hereby incorporated in this Declaration. Invalidation or modification of any one of these covenants, conditions or restrictions, as set forth by judgment, court order, decree of a state or county planning authority, or the like, shall in no way affect any of the other such provisions, which shall remain in full force and effect. This Declaration may not be modified or amended except by a written instrument, executed and recorded in accordance with the terms of Article IX above. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easements created hereunder to the general public or for any public purposes whatsoever. Every Owner or Occupant, or any other Person who now or hereafter owns, occupies, leases or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to this Declaration. All covenants, conditions, restrictions and declarations herein contained, shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of every Owner or Occupant of any portion of the Property, and each of their respective successors and assigns, except as otherwise set forth herein. Each current or future Owner of the Property or a portion thereof, by acceptance of a deed, real estate contract or other conveyance of any portion of the Property, whether or not expressed in such deed, contract or other conveyance, and each Occupant of any portion of the Property, shall be deemed to covenant and agree to all of the terms and conditions and/or restrictions of this Declaration. Any failure to enforce any requirement, restriction or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any other restriction.

DATED AS OF June 25, 2003.

**DECLARANT:**

GROCH ASSOCIATES #8 LIMITED  
PARTNERSHIP, a Washington limited partnership

By: 10425 Sales Road Associates, Inc., a Washington  
corporation, its General Partner

By:   
Gary M. Gray, President



STATE OF WASHINGTON )  
 )  
COUNTY OF Pierce ) ss.

On this day personally appeared before me GARY M. GRAY to me known to be the President of 10425 Sales Road Associates, Inc., the general partner of GAOCH ASSOCIATES #8 LIMITED PARTNERHSIP, and acknowledged to me that he was authorized to execute the foregoing instrument in such capacity, and that said instrument was the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me on this 25 day of June, ~~2002~~ <sup>2003</sup>



M. Lippel  
Print Name: M. Lippel  
NOTARY PUBLIC  
in and for the State of Washington,  
residing in Pierce County.  
My Commission Expires: 8-23-08

**EXHIBIT A**

**Legal Description of the Property**

THAT PORTION OF PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO. BLA-7279, AS RECORDED APRIL 27, 1994, UNDER AUDITOR'S FILE NO. 9404270264 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 87°22'02" WEST ALONG THE SOUTH LINE THEREOF 1020.00 FEET; THENCE NORTH 09°35'33" WEST 184.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 09°35'33" WEST 400.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'18" AN ARC LENGTH OF 68.22 FEET; THENCE NORTH 19°23'47" WEST 90.00 FEET; THENCE NORTH 65°14'35" EAST 58.37 FEET; THENCE NORTH 54°33'57" EAST 58.26 FEET; THENCE NORTH 47°28'33" EAST 268.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 26°59'20" WEST 275.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°14'20" AN ARC LENGTH OF 101.94 FEET; THENCE NORTH 84°15'00" WEST 90.35 FEET; THENCE NORTH 05°45'00" EAST 50.00 FEET; THENCE SOUTH 84°15'00" EAST 28.01 FEET; THENCE NORTH 56°51'53" EAST 21.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 70°20'45" EAST 215.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°27'45" AN ARC LENGTH OF 69.28 FEET; THENCE NORTH 38°07'00" EAST 29.94 FEET; THENCE NORTH 51°53'00" WEST 90.00 FEET; THENCE NORTH 38°07'00" EAST 260.00 FEET; THENCE NORTH 32°51'13" EAST 47.53 FEET; THENCE NORTH 06°47'50" EAST 203.30 FEET THENCE 83°12'10" EAST 120.00 FEET; THENCE NORTH 35°35'32" EAST 30.00 FEET TO THE SOUTHWESTERLY LINE OF RIGHT-OF-WAY DEDICATED TO THE CITY OF TUMWATER BY DEED RECORDED DECEMBER 15, 1988 UNDER AUDITOR'S FILE NO. 8812150048; THENCE SOUTH 54°24'28" EAST ALONG SAID SOUTHWESTERLY LINE 237.14 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 26°03'41" AN ARC LENGTH OF 188.77 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 28°20'47" EAST 335.10 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 520.27 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 30°13'57" AN ARC LENGTH OF 274.52 FEET; THENCE SOUTH 01°53'10" WEST ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY 425.17 FEET TO THE POINT OF BEGINNING.



WHEN RECORDED, MAIL TO:

Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110

Thurston County Treasurer

Real Estate Excise Tax paid none  
By Jo A. Evans Deputy

Lot 73 Sunrise Ridge at Somerset Hill  
3320-38-00100

THURSTON COUNTY TITLE CO.

FIRST AMENDMENT TO THE <sup>(19) 129222</sup>  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUNRISE RIDGE AT SOMERSET HILL

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUNRISE RIDGE AT SOMERSET HILL (hereinafter "Amendment") is made and entered into by GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited partnership (the "Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Peak, recorded July 10, 2003, under Thurston County Auditor's File Nos. 3550145 and 3550148 (collectively, the "Declaration");

WHEREAS, by its terms, the Declaration applies to those certain residential lots, legally defined in the Declaration, and known as the "Plat of Sunrise Ridge at Somerset Hill," as recorded July 10, 2003, under Thurston County Auditor's No. 3550137, as amended by that certain Affidavit of Minor Correction of Plat, recorded August 13, 2003 under Thurston County Auditor's No. 3562848 (the "Plat");

WHEREAS, Declarant is the sole "Declarant" under the Declaration, and, under the terms of Article IX of the Declaration, the Declarant has the sole and exclusive authority to amend the Declaration, without the consent of or any notice to any other owner of real property within the Plat, and Declarant now desires to make the following amendments to the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Amendments to the Declaration. Declarant hereby amends the Declaration as follows:

a. Section 4.2 of the Declaration (related to View Protection) is DELETED in its entirety.

b. The final sentence of Section 4.6 of the Declaration (related to Additional Structures) is DELETED in its entirety, and the following new final sentence of Section 4.6 is inserted:

*Notwithstanding the foregoing, no accessory or additional detached dwelling units, guesthouses, or detached garages or carports shall be permitted on any lot.*

c. Section 4.8 of the Declaration (related to Exterior Materials) is DELETED in its entirety, and the following new Section 4.8 is inserted:

*Section 4.8 Exterior Materials. All roofing materials used on any Lot must be cedar shingle, cedar shake, tile, metal tile or 30-year (or more) architectural grade composition. No building located on a Lot may have one or more flat roofs that, in the aggregate, constitute more than 50% of the total roof surface area of all buildings on the Lot. Aluminum or vinyl siding, T-111, plywood sheeting, or other similar materials may not be used for final exterior siding of any side of a building on a Lot. Brick, stone or comparable faux veneer shall be installed on at least 20% of the front of the first floor of each primary residence and garage constructed on the Lot. The 20% referenced in the preceding sentence shall be calculated after deducting the aggregate area of all windows, exterior doors and garage door. Exterior colors for the main body of all buildings on any Lot, excluding doors and trim, are to be neutral, earth-tone colors (and shall not be any shades of purple or pink). Red brick is permitted. All roof structures, such as vents, gutters, chimneys, etc., shall be treated or painted to match or coordinate with the roof and/or the exterior color scheme. All roofs shall have gutters and downspouts, all of which shall be connected to the nearest yard drain or storm water drainage catch basin. No storm water drainage shall be connected to the sanitary sewer system. All top-venting flue pipes shall be encased with a chimney enclosure of wood or masonry when protruding above the roof elevation. All garages shall have doors.*

d. The following sentence is added to the end of Section 4.11 of the Declarations (related to Landscaping, Fencing and Hedges):

*No barbed wire or electrified fences shall be allowed on any Lot.*

e. New Sections 4.11-A, 4.11-B and 4.11-C of the Declaration are inserted as

follows:

**4.11-A Street Tree Planting Requirements.** Each Owner shall, at no cost or expense to the Association, plant all specified street trees (the "Street Trees"), as shown on that certain Planting Plan for Sunrise Ridge at Somerset Hill, by Thomas Rengstorf and Associates, dated November 13, 2002 (the "Plan"), a copy of which is available from the Association. Street Trees shall be planted in the approximate location shown on Plan. If any location shown on the Plan conflicts with utilities, driveways, or other improvements, a reasonable revised location may be used, subject to prior written approval by the Association (in its sole discretion). Street Trees shown on the Plan to be located along "Vista Loop SW & Ridgeview Loop SW" shall be spaced approximately 30 feet on-center. Street Trees shown on the Plan to be located along "Private Roads: Skyline Ridge Lane SW, Sunrise Vista Lane SW, Rockcreek Lane SW" shall be spaced approximately one (1) tree per Lot, in the approximate location shown on the Plan. Lots which show more than one (1) Street Tree (i.e. corner &/or large lots) are required to plant the quantity shown on the Plan, at a minimum spacing of 40 feet, on-center. Street Trees shall be set back between five feet and eight feet from the back of sidewalks or curbs. Notwithstanding the Plan, Street Trees must be planted a minimum of five feet away from any utilities, or farther if required by the City of Tumwater. Prior to installation of Street Trees, utilities are required to be located in the vicinity of the work area. All Street Trees shall be at least two (2) inches in diameter at the time of planting, as measured six (6) inches from the top of the root ball, and of "Street Tree" quality. Street Trees shall be of the following species:

Street Trees located on Vista Loop SW shall be *Tilia Cordata/Greenspire Linden*;

Street Trees located on Sunrise Vista SW shall be *Malus "Golden Raindrop"/Golden Raindrop Crabapple*;

Street Trees located on Rainbow Loop SW shall be *Zelkova Serrata "Village Green"/Village Green Zelkova*;

Street Trees located on Rockcreek Lane SW shall be *Pyrus Calleryana "Aristocrat"/Aristocrat Flowering Pear*; and

Street Trees located on Skyline Ridge Lane SW shall be *Malus "Everest/Everest Crabapple*.

**4.11-B. Additional Tree Planting Requirements.** In addition to the obligation to plant Street Trees, in accordance with Section 4.11-A, above, each Owner shall plant an additional number of trees (the "Additional Trees") as necessary to bring the total number of trees to be planted on each Lot to at least five (5) trees; that is, the sum of the Street Trees, plus the Additional Trees, planted on each Lot shall be equal to or greater than five (5). Street Trees and Additional Trees shall be planted on each Owner's Lot by no later than six (6)

months after the City of Tumwater has issued a certificate of occupancy for such Lot. All Additional Trees planted under this paragraph (that are not Street Trees) shall be one or more of the following species: Acer Palmatum; Amelanchier; Cercis Canadensis; Crataegus; Cornus Kousa; Magnolia Soulangeana; Magnolia Stellata; Malus; Prunus; Styrax. Additional Trees may be of a species not listed above if the substitute species is first submitted for prior written approval by Association (in its sole discretion). All Additional Trees shall be at least one (1) inch in diameter at the time of planting, as measured four (4) feet from the base of the tree.

**4.11-C. Maximum Tree Height.** Notwithstanding any terms herein to the contrary, under no circumstances shall any type or species of tree, which at maturity tends to reach more than thirty (30) feet in height, be planted at any location on any Lot or on any other part of the Property at any time after the date hereof. All trees, located on any Lots, shall be cut, topped or otherwise maintained (at the sole cost of the Owner of such Lot) so that the maximum height of the tree shall not exceed thirty (30) feet; provided that this sentence shall NOT apply to (i) any trees that were more than thirty (30) feet high as of the date of the recording of the Plat, (ii) any Street Trees, and (iii) any trees located anywhere on Tracts A through K, as designated on the face of the Plat.

f. The first sentence of Section 4.12 of the Declaration (related to Damage and Construction Debris) is DELETED in its entirety, and the following new first sentence of Section 4.12 is inserted:

*Each Owner and Occupant shall be exclusively responsible and liable for any and all damage to sidewalks, curbs, Roadways Drainage Facilities, Rockeries, Utility Facilities, and any other Improvements, resulting or arising from construction or repair activities on such Owner's Lot.*

g. The following new sentence is inserted at the end of Section 4.13 of the Declaration (related to Off-street Parking):

*All homes shall provide garage parking, attached to the residence, for no less than two (2) cars, and not more than four (4) cars, for the exclusive use of Lot residents.*

h. The following new sentences are inserted at the end of Section 4.16 of the Declaration (related to Motorcycles):

*Operation of off-road motor vehicles, of any type, is prohibited within the*



*Property. The term "off-road motor vehicles" includes, but is not limited to; snowmobiles, dirt bikes, dune buggies, all terrain vehicles, go-carts, dune cycles, mini-bikes, golf carts and any other motorized vehicle that is not equipped or registered for operations on the highways of the State of Washington.*

i. The following new sentence is inserted at the end of Section 4.24 of the Declaration (related to Offensive Activities):

*Playing of loud music, operation of electrical or mechanical equipment (except in connection with permitted construction activities), and all other activities that create unreasonably loud noise that may be heard on neighboring Lots is prohibited.*

j. The following new sub-Section 4.27.c is inserted at the end of Section 4.27 of the Declaration (related to Open Space Restrictions):

*c. Delegation of Control Over Open Space Areas. Notwithstanding any terms in this Declaration to the contrary, the Association (in its sole discretion) may, but is not obligated to, grant licenses to one or more Owners for exclusive possession and use of portions of the Open Space that are adjacent to the Lots owned by such Owner(s); provided that (i) such licenses shall be in writing, on terms acceptable to the Association, in its sole discretion, (ii) the Owner(s) receiving such license shall assume sole responsibility for maintenance and preservation of the Open Space areas covered by such license, in accordance with the terms of this Section 4.27, (iii) such Owners shall not improve, modify or use any Open Space areas in any manner that violates the terms of this Declaration or applicable law, and (iv) notwithstanding the foregoing, the Association may, but is not obligated to, grant such Owner(s) the right to construct a fence and sprinkler systems in and around that portion of the Open Space covered by such license if permitted under applicable law (at no cost to the Association, and with title to such fence and sprinkler systems being vested in the Association).*

k. The following new Section 4.28 is inserted in the Declaration:

*4.28 Regulations for Contractors and Service Personnel. Every Owner of a Lot shall be obligated to ensure that the Owner, and all of his/her guests, family members, contractors, employees, agents and service personnel (collectively, the "Contractors") that perform work at, or deliver goods to, the Owner's Lot shall strictly comply with all of the following regulations.*



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A. *The Owner's Lot shall be kept in a reasonably neat and clean condition. Trash and discarded materials shall be cleaned up and removed daily. All debris shall be stockpiled at the rear of the Lot, to the maximum extent feasible. Stockpiling of materials on adjacent Lots or on streets is not permitted.*

B. *Proper erosion control methods, in accordance with applicable law and good building practices, shall be used on the Owner's Lot. The streets and storm drain system adjacent to the Lot shall be kept clear of mud, silt, and debris from the Lot. Adequate silt fencing shall be maintained on and around the Lot. Gravel shall be placed and maintained at all vehicular entry points to the Lot.*

C. *Appropriate portable toilets for Lots under construction shall be provided, cleaned and maintained, all of which must be located off of right of ways, streets, and adjacent Lots.*

D. *All vehicles shall be parked on one side of the street only, or on the Owner's Lot. Construction equipment may be left on the Lot overnight, but must be kept off of the street.*

E. *Washing of any trucks or vehicles on the street is prohibited. Washing of concrete delivery trucks must be done on the Lot, and not on any street, or in a manner where run-off would migrate to a street. No drainage from concrete trucks shall be released or deposited into storm drain catch basins.*

F. *No materials, of any nature, can be spilled, released or disposed of anywhere on the Property. In the event of accidental spillage of any materials, the Contractor responsible for such spillage shall clean up the area, at no expense to the Association or any Owner other than the Owner who retained the responsible Contractor.*

G. *All damage to sidewalks, gutters, curbs, streetlights, signs, fences, landscaping, Roadways, Drainage Facilities, Rockeries, Utility Facilities, or any other Improvements, arising from the actions of an Owner or his/her Contractors shall be promptly repaired by such Owner (at the Owner's sole expense), or the Association may elect (in its sole discretion) to make such repairs, and assess all costs and expenses for such repairs against the Owner as a special Assessment under this Declaration.*

H. *Loud radios or other music systems, or excessive noise not*



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*reasonably related to the construction activities on the Lot, shall not be permitted.*

*1. Upon an Owner's receipt of a notification from the Association of any violation of this Section 4.28, the Owner shall correct the violation within five (5) business days, or the Association may (in its sole discretion) elect to take all actions necessary to correct the violation, including without limitation, entering onto the Property for the purpose of correcting the violation, without notice or permission, and the exercise by the Association of all other enforcement rights permitted by law. All costs and expenses incurred by the Association in connection with such correction of violations shall be assessed against the Owner as a special Assessment under this Declaration.*

2. **General Terms.** Except as expressly modified in this Amendment, all terms and conditions of the Declaration remain in full force and effect. All recitals set forth above are incorporated into this Amendment by this reference. This Amendment may not be modified or amended except in accordance with the terms of the Declaration. This Amendment shall be recorded in Thurston County, Washington, and shall serve as notice to all interested parties. Every person who now or hereafter owns, occupies, leases or acquires any right, title or interest in or to any portion of the Plat shall be conclusively deemed to have consented and agreed to this Amendment. All covenants, conditions, restrictions and agreements herein contained, shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

DATED AS OF Jan. 13, 2004.

**DECLARANT:**

**GRAOCH ASSOCIATES #8 LIMITED  
PARTNERSHIP, a Washington limited  
Partnership**

**By: 10425 Sales Road Associates, Inc., a  
Washington corporation, its General Partner**

By:   
Bruce P. Weiland, Vice President

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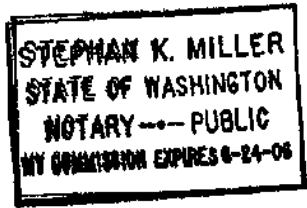
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STATE OF WASHINGTON )

) ss.  
COUNTY OF KITSAP )

On this day personally appeared before me BRUCE P. WEILAND to me known to be the Vice President of 10425 Sales Road Associates, Inc., the general partner of GRAOCH ASSOCIATES #8 LIMITED PARTNERHSIP, and acknowledged to me that he was authorized to execute the foregoing instrument in such capacity, and that said instrument was the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned.

<sup>4</sup>  
2005. SUBSCRIBED AND SWORN TO before me on this 13<sup>TH</sup> day of JANUARY.



  
Print Name: STEPHAN K. MILLER  
NOTARY PUBLIC  
in and for the State of Washington.  
residing in Bonbridge Island, WA.  
My Commission Expires: 6/24/06

WHEN RECORDED, MAIL TO:

Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110

Thurston County Treasurer

Real Estate Excise Tax paid

By

*None*  
*[Signature]* Deputy  
*7/22/05*

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUNRISE RIDGE AT SOMERSET HILL**

**THURSTON COUNTY TITLE CO.**

*(23) 135317 & F.d.P.*

<u>Grantor/Grantee:</u>	Graoch Associates #8 Limited Partnership
<u>Legal Descriptions:</u>	Lots 1-78 of Sunrise Ridge at Somerset Hill, AFN 3550137, as amended under AFN 3651221; and portions of Parcel "B" of BLA-7279, AFN 9404270264; and portions of BLA-7311, AFN 9410120141, in Sec. 27, T18N, R2W.
<u>Tax Account Nos:</u>	3320-38-00100, 128-27-310000 and 7774-00-00600
<u>Referenced Doc.</u>	(see Exhibit B for additional tax parcels)
<u>To Be Amended:</u>	Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Peak, AFNs 3550145 and 3550148, as amended under AFNs 3610590 and 3610591.

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUNRISE RIDGE AT SOMERSET HILL (hereinafter "Amendment") is made and entered into by GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited partnership (the "Declarant").**

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Peak, was recorded July 10, 2003, under Thurston County Auditor's File Nos. 3550145 and 3550148, and amended by that certain First Amendment, recorded January 14, 2004, under Thurston County Auditor's File Nos. 3610590 and 3610591 (collectively, the "Declaration");

WHEREAS, by its terms, the Declaration applies to those certain residential lots, legally defined in the Declaration, and known as the "Plat of Sunrise Ridge at Somerset Hill," as recorded July 10, 2003, under Thurston County Auditor's No. 3550137, as amended by that

certain Affidavit of Minor Correction of Plat, recorded August 13, 2003 under Thurston County Auditor's No. 3562848, and as further amended on June 21, 2004, under Thurston County Auditor's No. 3651221 (collectively, the "Plat");

WHEREAS, Declarant is the sole "Declarant" under the Declaration, and, under the terms of Article IX of the Declaration, the Declarant has the sole and exclusive authority to amend the Declaration, without the consent of or any notice to any other owner of real property within the Plat, and Declarant now desires to make the following amendments to the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Amendments to the Declaration. Declarant hereby amends the Declaration as follows:

a. Definition of "Phase II Property." For purposes of the Declaration, the term, "Phase II Property," means all those certain parcels of real property, owned by Declarant as of the date hereof, and legally described on Exhibit 1 attached hereto.

b. Amendment to Definition of "Period of Declarant's Control". The last sentence in Section 6.4 of the Declaration is amended, in its entirety, to read as follows: "The Declarant shall retain this right until the earlier of: (i) the date Declarant expressly surrenders this right, in a written instrument recorded with the Thurston County Auditor, or (ii) the date Declarant no longer holds an interests in any portion of the Property, OR in any portion of the Phase II Property (this period to be referred to herein as the "Period of Declarant's Control")."

c. Development of the Phase II Property. Without limiting the generality of Declarant's rights under the Declaration, Declarant is entitled to subdivide or develop any and all portions of the Phase II Property, at such time, on such terms and conditions, and in such configurations and arrangements, as Declarant may elect, in the exercise of its sole and absolute discretion. At any time, Declarant may elect (in its sole discretion) to add any Lots that constitute the Phase II Property to the Property that is subject to the covenants set forth in this Declaration, at which time the Association created under this Declaration will commence to exercise authority over the Phase II Property, all according to the terms of the Declaration (as it may be amended from time to time by Declarant). Declarant's rights under the Period of Declarant's Control expressly include the right to amend this Declaration to subject the Phase II Property, and any plat or lots created from the Phase II Property, to the authority of this Declaration and the Association.

2. General Terms. Except as expressly modified in this Amendment, all terms and conditions of the Declaration remain in full force and effect. All recitals set forth above are incorporated into this Amendment by this reference. This Amendment may not be modified or amended except in accordance with the terms of the Declaration. This Amendment shall be recorded in Thurston County, Washington, and shall serve as notice to all interested parties. Every person who now or hereafter owns, occupies, leases or acquires any right, title or




**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PHASE II PROPERTY**

THAT PART OF PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO. BLA-7279 AS RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 9404270264 AND THAT PART OF BOUNDARY LINE ADJUSTMENT NO. BLA-7311 AS RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 9410120141, IN SECTION 27, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF TRACT "G" OF THE PLAT OF SUNRISE RIDGE AT SOMERSET HILL AS RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3550137 SAID SOUTHWEST CORNER BEING ON THE SOUTH LINE OF SAID BLA-7279; THENCE ALONG THE SOUTH LINE OF SAID BLA-7279 THE FOLLOWING THREE COURSES; N 87°22'02" W FOR 57.79 FEET; THENCE N 88°22'52" W FOR 606.28 FEET; THENCE N 88°44'37" W FOR 715.59 FEET TO THE EASTERLY RIGHT-OF-WAY OF CROSBY BOULEVARD S.W. AND THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS S 79°05'02" W FOR 400.00 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°14'35" FOR 392.65 FEET; TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS N 22°50'27" E FOR 617.33 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°55'25" FOR 85.37 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY, N 69°02'45" E FOR 551.80 FEET; THENCE N 8°21'40" E FOR 154.67 FEET; THENCE S 86°32'58" E FOR 520.53 FEET; THENCE N 57°10'15" E FOR 149.58 FEET THENCE N 35°48'40" W FOR 64.79 FEET; THENCE N 18°16'03" W FOR 335.73 FEET; THENCE N 31°20'51" W FOR 60.76 FEET; THENCE N 58°39'09" E FOR 71.38 FEET; THENCE N 31°20'51" W FOR 50.00 FEET; THENCE N 58°39'09" E FOR 6.24 FEET; THENCE N 4°42'27" E FOR 26.37 FEET; THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS S 43°18'18" W FOR 175.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°12'21" FOR 3.68 FEET; THENCE N 42°45'14" E FOR 50.01 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS S 42°14'41" W FOR 225.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°17'39" FOR 24.72 FEET; THENCE S 81°49'56" E FOR 22.80 FEET; THENCE N 58°39'09" E FOR 49.44 FEET; TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS N 31°20'51" W FOR 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'19" FOR 75.52 FEET; THENCE N 0°41'20" W FOR 26.83 FEET; THENCE N 41°18'24" E FOR 33.00 FEET; THENCE N 77°37'12" E FOR 30.09 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS N 54°42'01" W FOR 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°34'02" FOR 154.25 FEET; THENCE N 11°43'57" E FOR 41.02 FEET; THENCE N 25°17'44" W FOR 27.46 FEET TO THE

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THURSTON COUNTY TITLE CDV \$24.00 Thurston Co. Wa.

 3750987  
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THURSTON COUNTY TITLE EAS \$19.00 Thurston Co. Wa.

SOUTHWESTERLY RIGHT-OF-WAY OF BARNES BOULEVARD S.E. AND THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS N 17°22'59" E FOR 420.00 FEET; THENCE ALONG SAID RIGHT-OF WAY THE FOLLOWING TWO COURSES, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°39'026" FOR 41.42 FEET; THENCE S 78°15'48" E FOR 43.93 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY, S 56°42'33" W FOR 18.15 FEET; THENCE S 11°43'57" W FOR 83.36 FEET; THENCE S 27°26'39" W FOR 88.45 FEET; THENCE S 88°38'23" E FOR 18.28 FEET; THENCE N 71°43'57" E FOR 76.10 FEET; THENCE S 78°16'03" E FOR 146.93 FEET; TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS S 11°43'57" W FOR 225.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°51'35" FOR 93.70 FEET; THENCE S 54°24'28" E FOR 1.32 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS S 12°03'31" E FOR 128.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°48'31" FOR 77.76 FEET; THENCE N 35°35'32" E FOR 101.43 FEET; TO THE SOUTHWESTERLY RIGHT-OF-WAY OF BARNES BOULEVARD S.E.; THENCE, ALONG SAID RIGHT-OF-WAY S 54°24'28" E FOR 478.39 FEET; TO THE WESTERLY LINE OF THE PLAT OF SUNRISE RIDGE AT SOMERSET HILL AS RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 3550137 THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 22 COURSES, S 35°35'34" W FOR 30.00 FEET; THENCE N 54°24'28" W FOR 136.93 FEET; THENCE S 15°03'35" W FOR 67.85 FEET; THENCE S 9°18'58" W FOR 72.17 FEET; THENCE S 5°30'18" W FOR 65.02 FEET; THENCE S 3°10'56" E FOR 66.00 FEET; THENCE S 32°51'13" W FOR 47.53 FEET; THENCE S 38°07'00" W FOR 260.00 FEET; THENCE S 51°53'00" E FOR 90.00 FEET; THENCE S 38°07'00" W FOR 29.94 FEET; TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS S 51°53'00" E FOR 215.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°27'45" FOR 69.28 FEET; THENCE S 56°51'53" W FOR 21.18 FEET; THENCE N 84°15'00" W FOR 28.01 FEET; THENCE S 5°45'00" W FOR 50.00 FEET; THENCE S 84°15'00" E FOR 90.35 FEET; TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS S 5°45'00" W FOR 275.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°14'20" FOR 101.94 FEET; THENCE S 47°28'33" W FOR 268.53 FEET; THENCE S 54°33'57" W FOR 58.26 FEET; THENCE S 65°14'35" W FOR 58.37 FEET; THENCE S 19°23'47" E FOR 90.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS N 19°21'51" W FOR 400.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°46'18" FOR 68.22 FEET; THENCE S 9°35'33" E FOR 184.34 FEET, TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF TUMWATER UNDER THURSTON COUNTY AUDITOR'S FILE NO. 8406060032 AND 8907280199.

IN THE CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON

 3750986  
 Page: 5 of 6  
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 THURSTON COUNTY TITLE COV \$24.00 Thurston Co. Wa.

 3750987  
 Page: 5 of 6  
 07/22/2006 12:13P  
 THURSTON COUNTY TITLE EAS \$19.00 Thurston Co. Wa.

EXHIBIT B

Lots 1 through 78 of Sunrise Ridge at Somerset Hill as recorded July 10, 2003, under Auditor's File No. 3550137 and AMENDED June 21, 2004 under Auditor's File No. 3651221.

Parcel Number

7774 00 00100	7774 00 02200	7774 00 04300	7774 00 06300
7774 00 00200	7774 00 02300	7774 00 04400	7774 00 06400
7774 00 00300	7774 00 02400	7774 00 04500	7774 00 06500
7774 00 00400	7774 00 02500	7774 00 04600	7774 00 06600
7774 00 00500	7774 00 02600	7774 00 04700	7774 00 06700
7774 00 00600	7774 00 02700	7774 00 04800	7774 00 06800
7774 00 00700	7774 00 02800	7774 00 04900	7774 00 06900
7774 00 00800	7774 00 02900	7774 00 05000	7774 00 07000
7774 00 00900	7774 00 03000	7774 00 05100	7774 00 07100
7774 00 01000	7774 00 03100	7774 00 05200	7774 00 07200
7774 00 01100	7774 00 03200	7774 00 05300	7774 00 07300
7774 00 01200	7774 00 03300	7774 00 05400	7774 00 07400
7774 00 01300	7774 00 03400	7774 00 05500	7774 00 07500
7774 00 01400	7774 00 03500	7774 00 05600	7774 00 07600
7774 00 01500	7774 00 03600	7774 00 05700	7774 00 07700
7774 00 01600	7774 00 03700	7774 00 05800	7774 00 07800
7774 00 01700	7774 00 03800	7774 00 05900	
7774 00 01800	7774 00 03900	7774 00 06000	
7774 00 01900	7774 00 04000		
7774 00 02000	7774 00 04100	7774 00 06100	
7774 00 02100	7774 00 04200	7774 00 06200	

Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110

Thurston County Treasurer

Real Estate Excise Tax paid None

By 5/3/06 mead Deputy

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUNRISE RIDGE AT SOMERSET HILL**

**Grantor/Grantee:** Graoch Associates #8 Limited Partnership

**Legal Descriptions:** Plat of Sunrise Ridge at Somerset Hill: Lots 1-78, and Tracts A-K, of the Plat of Sunrise Ridge at Somerset Hill, AFN 3550137, as amended under AFNs 3562848 and 3651221; and

Plat of The Highlands at Somerset Hill: Lots 1-117, and Tracts L-Z, of the Plat of The Highlands at Somerset Hill, AFN 3836480, being portions of Parcel "B" of BLA-7279, AFN 9404270264, portions of BLA-7311, AFN 9410120141, and portions of BLA ~~05-1402~~ AFN 3835625, in Sec. 27, T18N, R2W (full description on Exhibit 1 attached hereto)

**Tax Account Nos:** 3320-38-00100, 128-27-310000, 7774-00-00600, and together with parcel numbers continued on Exhibit 2 attached hereto

**Ref. Doc., To Be Amended:** Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Hill, AFNs 3550145 and 3550148, as amended under AFNs 3610590 and 3610591, and AFNs 3750986 and 3750987.

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUNRISE RIDGE AT SOMERSET**

HILL (hereinafter "Amendment") is made and entered into by GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited partnership (the "Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Peak, was recorded July 10, 2003, under Thurston County Auditor's File Nos. 3550145 and 3550148, and amended by that certain First Amendment, recorded January 14, 2004, under Thurston County Auditor's File Nos. 3610590 and 3610591, and that certain Second Amendment, recorded July 22, 2005, under Thurston County Auditor's File Nos. 3750986 and 3750987 (collectively, the "Declaration");

WHEREAS, by its terms as previously amended, the Declaration applies to the following real property:

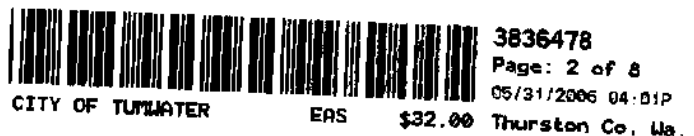
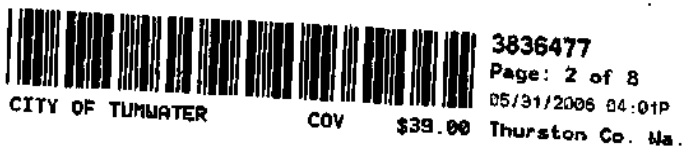
(A) Those certain 78 residential lots, together with Tracts "A" through "K" (but excluding those streets and other property dedicated to the City of Tumwater on the face of the Phase I Plat), known as the "Plat of Sunrise Ridge at Somerset Hill," as recorded July 10, 2003, under Thurston County Auditor's No. 3550137, as amended by that certain Affidavit of Minor Correction of Plat, recorded August 13, 2003 under Thurston County Auditor's No. 3562848, and as further amended on June 21, 2004, under Thurston County Auditor's No. 3651221 (collectively, the "Phase I Plat");  
TOGETHER WITH

(B) That certain real property, owned by Declarant as of the date hereof, and legally described on Exhibit 1 attached hereto, but excluding those streets and other property dedicated to the City of Tumwater on the face of the Phase II Plat (as defined below), which (simultaneously with the recording of this Amendment) will consist of 117 residential lots, together with Tracts "L" through "Z", all as shown on the face of the Phase II Plat (the "Phase II Property");

WHEREAS, Declarant is the sole "Declarant" under the Declaration, and, under the terms of Article IX of the Declaration, the Declarant has the sole and exclusive authority to amend the Declaration, without the consent of or any notice to any other owner of real property within the Phase I Plat or the Phase II Plat;

WHEREAS, Declarant now desires to make the following amendments to the Declaration, for the purpose of bringing all Lots created under the Phase II Plat, known as the Plat of The Highlands at Somerset Hill, within the control of the terms of the Declaration.

NOW, THEREFORE, Declarant hereby declares, and amends the Declaration, as follows, as part of a common plan of uniform development for all portions of both the Phase I Plat and the Phase II Plat:



1. Title to the Declaration. The title of the Declaration is amended to read as follows:

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF SUNRISE RIDGE AT SOMERSET HILL  
and  
THE HIGHLANDS AT SOMERSET HILL**

2. Definition of "Property." Section 2.1 of the Declaration is amended to add to and supplement the existing definition of the term "Property" by the addition of the Phase II Property (as defined above). Further, the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Sunrise Ridge at Somerset Hill, recorded under Auditor's File Nos. 3750986 and 3750987, is hereby amended so that the definition therein of the "Phase II Property," shall be deleted and replaced with the Phase II Property, as defined above, and as legally described on Exhibit 1 attached hereto.
3. Definition of "Lots." Section 2.1 of the Declaration is amended to add to and supplement the existing definition of the term "Lots" or a "Lot" by the addition of all separate legal parcels, now existing or hereafter created, which constitute a portion of the Phase II Property, but excluding Tracts "L" through "Z," as shown on the face of the Phase II Plat.
4. Definition of "Association." Section 2.4 of the Declaration is amended to provide that the term "Association" means the governing entity, existing pursuant to Article VI of the Declaration, incorporated as a Washington non-profit corporation under the name of Sunrise Ridge at Somerset Hill Homeowners Association, which shall (on or about the recording of this Amendment) change its name to "Sunrise Ridge/The Highlands at Somerset Hill Homeowners Association."
5. Definition of "Plat." Section 2.7 of the Declaration is amended provide that the term "Plat" shall collectively mean and consist of both the "Phase I Plat" (as defined in the above recitals), and the "Phase II Plat" (as defined below). For purposes of the Declaration, the term, "Phase II Plat" shall mean that certain Plat of The Highlands at Somerset Hill, recorded on May 31, 2006, with the Thurston County Auditor, in Volume \_\_\_\_\_ of Plats, Pages \_\_\_\_\_ through \_\_\_\_\_, under Auditor's File No. 3836480.
6. Definition of "Easements." Section 2.8 of the Declaration is amended to provide that the term "Easements" shall collectively mean and consist of those easements granted and created on the face of either the Phase I Plat or the Phase II Plat. Section 2.8 is further amended to provide that the term "Easement Areas" shall collectively mean and consist of all areas where Easements are granted on the face of either the Phase I Plat or the Phase II Plat.
7. Definition of "Roadways." Section 2.9 of the Declaration is amended to add to and supplement the existing definition of the term "Roadways" by the addition of all improved private roadways located in those Easement Areas shown on the face of the Phase II Plat, and all

equipment, facilities and other improvements related or appurtenant to such roadways (as more fully described in Section 2.9 of the Declaration).

8. Definition of "Open Space Areas." Section 2.13 of the Declaration is amended to add to and supplement the existing definition of the term "Open Space Areas" by the addition of those Tracts of the Property designated on the face of the Phase II Plat as Tracts "L," "M," "R" and "T." Section 2.13 of the Declaration is further amended to add to and supplement the existing definition of the term "Ponds" by the addition of those Tracts of property to be used for storm water management, and designated on the face of the Phase II Plat as Tracts "M," "T" and "U."

9. Deeding of Certain Tracts to the Association. Section 3.4 of the Declaration, relating to the deeding of certain tracts to the Association by the Declarant, is amended to additionally include and refer to all Easement Areas, Open Space Areas and Ponds in the Phase II Plat (as such terms are defined above and as shown on the face of the Phase II Plat), all of which are also subject to being deeded to the Association pursuant to Section 3.4 of the Declaration.

10. Dedications to the City. Section 5.5 is amended to read, in its entirety, as follows:

**Section 5.5 Dedications to the City.** Notwithstanding any terms herein or on the face of either Plat to the contrary, neither the Declarant, nor the Association, nor the Owners shall have any duty or responsibility to preserve, repair, maintain, replace or restore: (i) any portion of those areas or Improvements dedicated on the face of the either Plat to the City, including Tract "ZZ," Tract "J," Tract "K," and Tract "I" on the Phase I Plat, and Ridgeview Loop SW, Blue Sky Drive SW and Vista Loop SW on the Phase II Plat; or (ii) any other portions of the Phase I Plat or the Phase II Plat that are dedicated to the City, either on the face of the Phase I Plat or the Phase II Plat, or at any time in the future by the Declarant or the Association, to the extent such dedication is permitted under and completed in accordance with law and the authority granted by the terms of this Declaration. Notwithstanding any terms herein or on the face of either Plat to the contrary, either the Declarant or the Association may, in their sole discretion, at any time in the future, dedicate to the City, those certain Tracts "L," "P," "Q" and "S," as shown on the face of the Phase II Plat.

11. Exclusion of the "Future Development" Parcels. Notwithstanding any terms in this Amendment, or in the Declaration, to the contrary: (i) those parcels designated on the face of the Phase II Plat as "Tract V (Future Development)" and "Tract W (Future Development)" (the "Future Development Parcels") shall not be subject to or bound by any terms, conditions, provisions or requirements of this Amendment or the Declaration, under any circumstances; (ii) this paragraph, whether before or after the Period of Declarant Control, shall not be amended, or deleted from the Declaration, without the prior written consent of the owner or owners of the Future Development Parcels; and (iii) all Owners and Occupants of the Phase I Plat and the Phase II Plat hereby irrevocably agree and acknowledge that they shall not protest nor object to any actions or efforts by the current or future owners of the Future Development Parcels to develop or

subdivide all or any portion thereof, and that the timing, nature, extent and configuration of all such future development and subdivision shall be under the exclusive control of, and at the sole discretion of, such owners of the Future Development Parcels, subject only to the terms of applicable rules, regulations and laws.

12. General Terms. Except as expressly modified in this Amendment, all terms and conditions of the Declaration remain in full force and effect. All recitals set forth above are incorporated into this Amendment by this reference. This Amendment may not be modified or amended except in accordance with the terms of the Declaration. This Amendment shall be recorded in Thurston County, Washington, and shall serve as notice to all interested parties. Every person who now or hereafter owns, occupies, leases or acquires any right, title or interest in or to any portion of the Plat shall be conclusively deemed to have consented and agreed to this Amendment. All covenants, conditions, restrictions and agreements herein contained, shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

DATED AS OF MAY 30, 2006.

[SIGNATURE ON FOLLOWING PAGE]

DECLARANT:

GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited Partnership

By: Graoch 8 GP, L.P., a Washington limited partnership, its General Partner

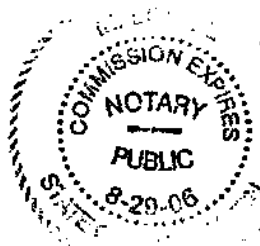
By: Graoch 8-1 GP, Inc., a Washington corporation, its General Partner


By:   
Gary M. Gray, President

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Pierce )

On this day personally appeared before me Gary M. Gray, the President of Graoch 8-1 GP, Inc., the general partner of Graoch 8 GP, L.P., which is the general partner of GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, and acknowledged to me that he was authorized to execute the foregoing instrument in such capacity, and that said instrument was the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me on this 30th day of May, 2006.



  
Print Name: M. Lippert  
NOTARY PUBLIC  
in and for the State of Washington.  
residing in Pierce County  
My Commission Expires: 8/20/06

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PHASE II PROPERTY**

PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO. BLA-7279, AS RECORDED  
APRIL 27, 1994 UNDER AUDITOR'S FILE NO. 9404270264. EXCEPTING  
THEREFROM THE AMENDED PAT OF SUNRISE RIDGE AT SOMERSET HILL, AS  
RECORDED JUNE 21, 2004 UNDER AUDITOR'S FILE NO. 3651221; TOGETHER WITH

PARCEL "A" OF BOUNDARY LINE ADJUSTMENT NO. BLA 05-7482 TW, AS  
RECORDED B-90-06, UNDER AUDITOR'S FILE NO.  
3835625.

SITUATE IN AND RECORDS OF THURSTON COUNTY, WASHINGTON.



3836477

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05/31/2006 04:01P

CITY OF TUMWATER

COV

\$39.00

Thurston Co. Wa.



3836478

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05/31/2006 04:01P

CITY OF TUMWATER

EAS

\$32.00

Thurston Co. Wa.

EXHIBIT 2

Lots 1 through 78 of Sunrise Ridge at Somerset Hill as recorded July 10, 2003, under Auditor's File No. 3550137 and AMENDED June 21, 2004 under Auditor's File No. 3651221.

Parcel Number

7774 00 00100	7774 00 02200	7774 00 04300	7774 00 06300
7774 00 00200	7774 00 02300	7774 00 04400	7774 00 06400
7774 00 00300	7774 00 02400	7774 00 04500	7774 00 06500
7774 00 00400	7774 00 02500	7774 00 04600	7774 00 06600
7774 00 00500	7774 00 02600	7774 00 04700	7774 00 06700
7774 00 00600	7774 00 02700	7774 00 04800	7774 00 06800
7774 00 00700	7774 00 02800	7774 00 04900	7774 00 06900
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7774 00 01600	7774 00 03700	7774 00 05800	7774 00 07800
7774 00 01700	7774 00 03800	7774 00 05900	
7774 00 01800	7774 00 03900	7774 00 06000	
7774 00 01900	7774 00 04000		
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7774 00 02100	7774 00 04200	7774 00 06200	



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CITY OF TUMWATER COV \$39.00 Thurston Co. Wa.



3836478

Page: 8 of 8

05/31/2006 04:01P

CITY OF TUMWATER EAS \$32.00 Thurston Co. Wa.

AFTER RECORDING, RETURN TO:  
Bruce P. Weiland  
151 Finch Place Southwest, Suite A  
Bainbridge Island, Washington 98110

Thurston County Treasurer

Real Estate Excise Tax paid None

By [Signature] Deputy

**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUNRISE RIDGE AT SOMERSET HILL  
And  
THE HIGHLANDS AT SOMERSET HILL**

**THURSTON COUNTY TITLE CO.**

Grantor/Grantee: Graoch Associates #8 Limited Partnership  
*(11) 138405E*

Legal Descriptions: Plat of Sunrise Ridge at Somerset Hill: Lots 1-78, and Tracts A-K, of the Plat of Sunrise Ridge at Somerset Hill, AFN 3550137, as amended under AFNs 3562848 and 3651221; and

Plat of The Highlands at Somerset Hill: Lots 1-117, and Tracts L-Z, of the Plat of The Highlands at Somerset Hill, AFN 3836480.

Tax Account Nos: 77740000100, together with the parcel numbers continued on Exhibit 1 attached hereto

Ref. Doc. To Be Amended: Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Hill, AFNs 3550145 and 3550148, as amended under AFNs 3610590 and 3610591, AFNs 3750986 and 3750987, and AFNs 3836477 and 3836478.

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SUNRISE RIDGE AT SOMERSET HILL AND THE HIGHLANDS AT SOMERSET HILL (hereinafter "Amendment") is made and entered into by GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited partnership (the "Declarant").**

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Sunrise Ridge at Somerset Hill, was recorded July 10, 2003, under Thurston County Auditor's File Nos. 3550145 and 3550148, and amended by that certain First Amendment, recorded January 14, 2004, under Thurston County Auditor's File Nos. 3610590 and 3610591, that certain Second Amendment, recorded July 22, 2005, under Thurston County Auditor's File Nos. 3750986 and 3750987, and that certain Third Amendment, recorded, May 31, 2006, under Thurston County Auditor's File Nos. 3836477 and 3836478 (collectively, the "Declaration");

WHEREAS, by its terms as previously amended, the Declaration applies to the following real property:

(A) Those certain 78 residential lots, together with Tracts "A" through "K" (but excluding those streets and other property dedicated to the City of Tumwater on the face of the Phase I Plat), known as the "Plat of Sunrise Ridge at Somerset Hill," as recorded July 10, 2003, under Thurston County Auditor's No. 3550137, as amended by that certain Affidavit of Minor Correction of Plat, recorded August 13, 2003 under Thurston County Auditor's No. 3562848, and as further amended on June 21, 2004, under Thurston County Auditor's No. 3651221 (collectively, the "Phase I Plat"); TOGETHER WITH

(B) Those certain 117 residential lots, together with Tracts "L" through "Z," known as the "Plat of The Highlands at Somerset Hill," as recorded May 31, 2006, under Thurston County Auditor's No. 3836480 (collectively, the "Phase II Plat");

WHEREAS, Declarant is the sole "Declarant" under the Declaration, and, under the terms of Article IX of the Declaration, the Declarant has the sole and exclusive authority to amend the Declaration, without the consent of or any notice to any other owner of real property within the Phase I Plat or the Phase II Plat;

WHEREAS, Declarant now desires to make additional amendments to the Declaration on the following terms and conditions:

NOW, THEREFORE, Declarant hereby declares, and amends the Declaration, as follows, as part of a common plan of uniform development for all portions of both the Phase I Plat and the Phase II Plat:

1. Definition of "Assessments." Section 2.16 of the Declaration is amended to provide that, notwithstanding any terms therein to the contrary, "Assessments" shall not include any costs, expenses, charges or liabilities, of any nature, relating to or arising from the ownership, maintenance, preservation or improvement of any portion of the Phase II Plat (including the Lots comprising Phase II Plat, or Tracts "L" through "Z" within Phase II Plat) (collectively, the "Phase II Costs"), until at least seventy-five percent (75%) of the Lots comprising the Phase II Plat have been sold, improved, and are lawfully occupied as single-



family residences (the "Phase II 75% Sale Date"). Prior to the Phase II 75% Sale Date, all such Phase II Costs shall be paid entirely by Carbon River Construction Co., as the developer of the homes within the Phase II Plat. Notwithstanding the foregoing, in no event (even after the Phase II 75% Sale Date) shall any costs, expenses, charges or liabilities, of any nature, relating to or arising from the ownership, maintenance, preservation or improvement of the Future Development Parcels (designated on the Phase II Plat as Tract "V" and Tract "W") be included in the definition of "Assessments" hereunder, or otherwise charged to the Association. Section 6.6 is also amended to provide that in no event shall Annual Billings or Special Assessments under Section 6.6 include any of the Phase II Costs until after the Phase II 75% Sale Date.

3. Amendment to Section 4.8 – Exterior Materials. The last sentence of Section 4.8 of the Declaration is deleted in its entirety, and following new last sentence is inserted into Section 4.8: "Brick, stone or comparable faux veneer shall be installed on at least ten percent (10%) of the front-face square footage of the first floor of each primary residence and garage constructed on a Lot."

4. General Terms. Except as expressly modified in this Amendment, all terms and conditions of the Declaration remain in full force and effect. All recitals set forth above are incorporated into this Amendment by this reference. This Amendment may not be modified or amended except in accordance with the terms of the Declaration. This Amendment shall be recorded in Thurston County, Washington, and shall serve as notice to all interested parties. Every person who now or hereafter owns, occupies, leases or acquires any right, title or interest in or to any portion of the Plat shall be conclusively deemed to have consented and agreed to this Amendment. All covenants, conditions, restrictions and agreements herein contained, shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

DATED AS OF October 11, 2006.

DECLARANT:

GROACH ASSOCIATES #8 LIMITED PARTNERSHIP, a Washington limited Partnership

By: Groach 8 GP, L.P., a Washington limited partnership, its General Partner

By: Groach 8-1 GP, Inc., a Washington corporation, its General Partner

By:   
Gary M. Gray, President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

On this day personally appeared before me GARY N. GRAY, the President of Graoch 8-1 GP, Inc., the general partner of Graoch 8 GP, L.P., which is the general partner of GRAOCH ASSOCIATES #8 LIMITED PARTNERSHIP, and acknowledged to me that he was authorized to execute the foregoing instrument in such capacity, and that said instrument was the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me on this 10 day of October, 2006.



M. Lippe  
Print Name: M. Lippe  
NOTARY PUBLIC  
in and for the State of Washington,  
residing in Pierce County  
My Commission Expires: 8-29-10

**EXHIBIT 1**  
**ADDITIONAL TAX PARCEL NUMBERS**

Sunrise Ridge at Somerset Hill

77740000100	77740000200	77740000300	77740000400
77740000500	77740000600	77740000700	77740000800
77740000900	77740001000	77740001100	77740001200
77740001300	77740001400	77740001500	77740001600
77740001700	77740001800	77740001900	77740002000
77740002100	77740002200	77740002300	77740002400
77740002500	77740002600	77740002700	77740002800
77740002900	77740003000	77740003100	77740003200
77740003300	77740003400	77740003500	77740003600
77740003700	77740003800	77740003900	77740004000
77740004100	77740004200	77740004300	77740004400
77740004500	77740004600	77740004700	77740004800
77740004900	77740005000	77740005100	77740005200
77740005300	77740005400	77740005500	77740005600
77740005700	77740005800	77740005900	77740006000
77740006100	77740006200	77740006300	77740006400
77740006500	77740006600	77740006700	77740006800
77740006900	77740007000	77740007100	77740007200
77740007300	77740007400	77740007500	77740007600
77740007700	77740007800	77740100000	77740200000
77740300000			

The Highlands at Somerset Hill

54310000100	54310000200	54310000300	54310000400
54310000500	54310000600	54310000700	54310000800
54310000900	54310001000	54310001100	54310001200
54310001300	54310001400	54310001500	54310001600
54310001700	54310001800	54310001900	54310002000
54310002100	54310002200	54310002300	54310002400
54310002500	54310002600	54310002700	54310002800
54310002900	54310003000	54310003100	54310003200
54310003300	54310003400	54310003500	54310003600
54310003700	54310003800	54310003900	54310004000
54310004100	54310004200	54310004300	54310004400
54310004500	54310004600	54310004700	54310004800
54310004900	54310005000	54310005100	54310005200
54310005300	54310005400	54310005500	54310005600
54310005700	54310005800	54310005900	54310006000



54310006100	54310006200	54310006300	54310006400
54310006500	54310006600	54310006700	54310006800
54310006900	54310007000	54310007100	54310007200
54310007300	54310007400	54310007500	54310007600
54310007700	54310007800	54310007900	54310008000
54310008100	54310008200	54310008300	54310008400
54310008500	54310008600	54310008700	54310008800
54310008900	54310009000	54310009100	54310009200
54310009300	54310009400	54310009500	54310009600
54310009700	54310009800	54310009900	54310010000
54310010100	54310010200	54310010300	54310010400
54310010500	54310010600	54310010700	54310010800
54310010900	54310011000	54310011100	54310011200
54310011300	54310011400	54310011500	54310011600
54310011700	54310000001	54310000002	54310000003



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