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RETURN ADDRESS:

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Document Title(s) (or transactions contained therein):
1. Declaration of Covenants, Conditions and Restrictions for Grand Firs LLC
2.
Grantor(s) Name (last, first, and initials):
1. Grand Firs LLC, a Washington Limited Liability Company
2.
<input type="checkbox"/> Additional Names on Page _____ of Document
Grantee(s) Name (last, first, and initials):
1. Grand Firs, Phase One
2.
<input type="checkbox"/> Additional Names on Page _____ of Document
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range) A PORTION OF THE SE ¼ AND SW ¼ OF THE NE ¼ OF SEC. 17, TWP. 18 N., RGE. 4 E OF THE W.M. <input type="checkbox"/> Legal Description is on Exhibit A of Document.
Reference Number(s) of Documents Assigned or Released:
1. Plat recording number: <u>200601105002</u>
<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s)
04-18-17-1-027

GRAND FIRS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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GRAND FIRS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION ("Declaration") is made on the 26th day of ~~July~~, 2005, by Grand Firs LLC ("Declarant").
~~DEC.~~

Background

1. Declarant is the owner of certain real property in Pierce County, Washington, that is legally described on the attached **Exhibit "A"** (the "Property"). The Declarant intends to create on the Property the first phase of the residential community of Grand Firs, with permanently maintained Common Areas for the benefit of the Owners. Additional property described on **Exhibit "B"** may be made subject to this Declaration as set forth below.

2. Declarant has developed a general plan of development for the benefit of the Property. Declarant desires to preserve and enhance the property values and amenities in Grand Firs and to provide for the health, safety and welfare of the Owners. To this end, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which are for the benefit of the Property and each of the Owners.

3. Declarant will incorporate "Grand Firs Owners Association" as a nonprofit Washington corporation (the "Association") to provide a mechanism for meeting some of the purposes set forth in this Declaration.

Declaration

Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to all of the terms and conditions set forth in this Declaration including, without limitation, the covenants, restrictions, easements, charges and liens set forth.

Further, except with respect to Sections 7.4, 7.5, 7.6 and 7.7, below, Declarant delegates and assigns to the Association, upon its creation, the power of: maintaining and administering the Common Areas defined below; administering and enforcing the covenants and restrictions; collecting and disbursing the Assessments and charges created in this Declaration; and promoting the recreation, health, safety and welfare of the residents.

Further, Declarant hereby reserves the right to assign any or all of Declarant's rights and/or obligations arising out of this Declaration that are not assigned to the Association as described above. With respect to Sections 7.4, 7.5, 7.6 and 7.7, below, the Declarant may, at its sole discretion:

- (a) Retain all of its rights and obligations arising therefrom; and/or
- (b) Assign these same rights to a Successor Declarant(s).

If Declarant both retains and assigns these rights to a Successor Declarant(s), both shall have the same rights with respect to the enforcement provisions set forth in Sections 7.4, 7.5, 7.6 and 7.7 of the Declaration.

ARTICLE I DEFINITIONS

Section 1.1 "ACC" shall mean the Architectural Control Committee as described in Article VIII.

Section 1.2 "Articles" shall mean the Association's Articles of Incorporation.

Section 1.3 "Assessment" or "Assessments" shall mean individual or collective Assessments arising out of Article VI including, without limitation, Annual, Special or Reimbursement Assessments.

Section 1.4 "Association" shall mean the Grand Firs Owners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.6 "Builder" shall mean any entity or person that shall purchase one or more Lots for the purpose of building homes for sale or lease to others.

Section 1.7 "Bylaws" shall mean the Association's Bylaws.

Section 1.8 "Common Areas" shall mean: (1) portions of the Property in which the Owners have an undivided interest under the terms of the final Plat of Grand Firs; (2) portions of the Property in which all Owners have an easement under the terms of the final plat of Grand Firs; (3) real and personal property that the Association either owns or in which it has an interest under this Declaration,

or by virtue of the Plat of Grand Firs (except easements for maintaining lots as provided for in Section 5.2); and (4) improvements on Common area property, and any other improvements that the Association is obligated to maintain under the terms of this Declaration. The initial Common Areas are described on the attached **Exhibit "C,"** to the Declaration. Additional Common Areas may be added by Declarant under the terms of Section 2.2.

Section 1.9 "Declarant" shall mean Grand First LLC and its successors and assigns; provided, however, that no Successor Declarant(s) or assignee of Declarant shall have any rights or obligations of Declarant arising out of this Declaration unless such rights and obligations are specifically set forth in an instrument of succession or assignment.

Section 1.10 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, including without limitation the covenants, restrictions, easements, charges, liens and all other provisions, set forth in this instrument, as they may from time to time be amended.

Section 1.11 "Development Plan" shall mean the general plan illustrating the intended development of the Property that was approved by Pierce County and is shown on the attached **Exhibit "D,"** together with any amendments thereto.

Section 1.12 "Federal Mortgage Agencies" shall mean those federal agencies that may have an interest in the properties, such as the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), or the successors to their respective interests.

Section 1.13 "First Mortgagee" shall mean a lender who holds the first mortgage or first deed of trust on a Lot and who has notified the Association in writing of its holdings.

Section 1.14 "Lot" shall mean any numbered parcel of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas and other areas set aside for nonresidential use.

Section 1.15 "Manager" shall mean the person, firm, entity or corporation to whom the Board of Directors may delegate managerial duties.

Section 1.16 "Member" shall mean every person or entity that owns a Lot and holds membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 1.17 "Mortgage" shall mean a deed of trust or any other security instrument.

Section 1.18 "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 1.19 "Owner" shall mean every person or entity, including Declarant, which is a record Owner of the fee simple title to any Lot, or if any Lot is sold under real estate contract, the vendee or vendees under that contract; provided, however, that the term "Owner" shall not include those having an interest merely as security for the performance of an obligation.

Section 1.20 "Plat" shall mean the planned residential community commonly known as "Grand Firs," which is approved on the Property.

Section 1.21 "Property" shall mean the real property described on the attached Exhibit "A", together with such other property within the plat of Grand Firs as may be added by Declarant under Section 2.2.

Section 1.22 "Successor Declarant(s)" shall mean the person, firm, entity or corporation to whom the Declarant may assign any right or obligation as provided for above in Section 1.9. In the event of a partial or complete assignment of any rights and/or obligations arising out of the Declaration to a Successor Declarant(s), all references to Declarant throughout the Declaration shall also apply to such Successor Declarant(s) with respect to any and all such assigned rights and/or obligations. With respect to Sections 7.4, 7.5, 7.6 and 7.7, the Declarant may, at its sole discretion:

(a) Retain all of its rights and obligations arising therefrom;
and/or

(b) Assign these same rights to a Successor Declarant(s).

If the Declarant both retains and assigns these rights to a Successor Declarant(s), the Declarant and Successor Declarant(s) both shall have the same rights with respect to the enforcement provisions set forth in Sections 7.4, 7.5, 7.6 and 7.7 of the Declaration.

ARTICLE II PROPERTY; DEVELOPMENT PLAN

Section 2.1 **The Property.** The real property that is subject to this Declaration is legally described on the attached Exhibit "A" and represents the

first phase of the planned residential community commonly known as "Grand Firs."

Section 2.2 Additional Property. Declarant shall have the right to add the property described on Schedule "B" to the Declaration by recording a Supplemental Declaration describing the property added. The Supplemental Declaration may modify the use restrictions applicable to the property added, and may identify additional Common Areas to be maintained by the association.

Section 2.3 The Development Plan. The Development Plan illustrated on the attached Exhibit "D," is the Declarant's intended design for the development of Grand Firs as a planned residential community. The Development Plan includes 402 single family lots.

The Development Plan may be modified and amended as provided in this Declaration and as provided under Pierce County development regulations. It is currently the intention of Declarant to develop the project in full accordance with the Development Plan. The Development Plan is, however, conceptual in nature, and does not bind the Declarant to improve any portion of the Property, or to add any of the property described on Exhibit B to the Declaration as described in Section 2.2.

ARTICLE III COMMON AREAS

Section 3.1 Dedication. Under the terms of the Final Plat, certain portions of the Property designated as Common Areas were dedicated in undivided interests to the Owners and other Common Areas, in the form of easements were granted to the Owners. The Common Areas are legally described on the attached Exhibit "C."

Section 3.2 Easement; Right of Association to Adopt Reasonable Rules. Each Owner shall have a right of enjoyment and use, together with a nonexclusive easement in, over and through the Common Areas for ingress and egress, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said Common Areas, and to establish appropriate penalties for the violation of those rules.

(b) The right of the Association to dedicate or transfer by deed or easement all or any part of the Common Areas to any public agency, authority, or utility. No such dedication or transfer shall be effective without the approval of two-thirds (2/3) of each class of Members.

Section 3.3 Delegation of Use. Any Owner may delegate its right of enjoyment to the Common Areas to its family, tenants and guests, subject to the limitations set forth in this Declaration.

Section 3.4 Association to Maintain. The Association shall maintain, repair, replace and improve the Common Areas as appropriate for a first-class residential community, and shall pay the actual cost of the same from Annual or Special Assessments, as appropriate.

Section 3.5 Special Provision Regarding 86th Avenue East and 231st Street Court East. As part of the initial construction, Declarant has installed irrigation, landscaping, lighting and fencing in and along an easement on the west of 86th Avenue East and along a 10-foot easement on the north side of 231st Street Court East. The irrigation, landscaping, lighting and fence are Common Areas to be maintained by the Association, except that the Owners of properties adjoining these easements shall be obligated to paint (and repaint as needed) the interior of the fence with paint or stain approved by the Association. All other portions of the 10 foot utilities easement throughout the Property are not Common Areas and shall be maintained by the Owner.

Section 3.6 Other Fencing. The fencing on the south side of Tract A and other fencing on Common Areas are to be maintained by the Association. Fencing installed by the Declarant on the north side of Lots 79-86, 109 and 110 shall be maintained by the Owner of each lot on which the fencing is located.

ARTICLE IV ASSOCIATION

Section 4.1 General. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to each Lot and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.2 Classes. The Association shall have two (2) classes of voting membership:

(a) **Class "A."** Class "A" Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot

owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be divisible and exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class "B." The Class "B" Member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the happening of either of the following events, whichever occurs earlier:

(i) When the total votes in the Class "A" Membership equals or exceeds the total votes in the Class "B" Membership; or

(ii) On July 1, 2015.

Section 4.3 Board of Directors. The Association shall be managed by a Board of Directors elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 4.4 Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, entity or corporation (the "Manager"); provided that any management agreement may be terminated by the Association:

(a) For cause upon delivery of thirty (30) days advance written notice; and

(b) Without cause upon delivery of ninety (90) days advance written notice.

The term of any such management agreement may:

(a) Not exceed one (1) year; and

(b) Be renewable by agreement of the parties for successive one (1) year periods.

The Members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors.

Section 4.5 Rules and Regulations. The Board may adopt, from time to time, rules and regulations:

- (a) Concerning use of the Common Areas as described in Section 3.2;
- (b) Concerning reasonable maintenance standards for front yards and other areas;
- (c) Concerning procedures for the implementation and enforcement of the Declaration;
- (d) Establishing fines and other sanctions for violations of the covenants and restrictions set forth in the Declaration; and
- (e) Concerning other matters consistent with the purposes of the Association.

ARTICLE V EASEMENTS

Section 5.1 Utility and Drainage Easements. In addition to or consistent with easements reserved on the face of the Plat or created by any instrument of record, nonexclusive easements for utilities and drainage are reserved for the Declarant and/or its assigns, over a five (5) foot wide strip along each side of the interior Lot lines and over a ten (10) foot wide strip adjacent to the rear and street side Lot line of each Lot. In addition, a nonexclusive easement is reserved for Declarant and/or its assigns over, under, and on all of the Common Areas. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public agency, authority, utility company, and/or the Association is responsible. Fencing and landscape plantings are permitted on the side and rear property lines as approved by the ACC.

Section 5.2 Easement for Association. The Association, the ACC, the Declarant and its agents, successors and assigns shall have a nonexclusive easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

- (a) The cleaning, maintenance, repair or replacement of any improvement as provided in Section 7.1 (this easement shall also include the

reasonable right of entry to the interior of any building, to the extent necessary to perform the work described in Section 7.1).

(b) The maintenance, repair, replacement, or improvement of any Common Area accessible from a Lot.

(c) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or the improvements thereon.

(d) The cleaning, maintenance, repair, or restoration work that the Owner is required to do, but has failed or refused to do.

(e) All other acts necessary to administer or enforce this Declaration.

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Owner.

Section 5.3 Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section 5.4 Easement for Declarant. The Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment, materials or utilities, and such other actions necessary for or related to the development and/or maintenance of Grand Firs.

ARTICLE VI ASSESSMENTS

Section 6.1 Covenants for Maintenance Assessments.

(a) Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) "Annual Assessments" or charges; (ii) "Special Assessments" for capital improvements; and (iii) the one-time assessment described in Section 6.9.

(b) The Annual and Special Assessments, together with interest, costs and reasonable accounting fees and attorney's fees shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.

(c) Each Assessment, together with interest, costs, and reasonable accounting fees and attorney's fees shall also be the personal obligation of the person who is the Owner of the Lot assessed at the time the Assessment becomes due and payable. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by the successor-in-interest. The new Owner shall be personally liable for Assessments that become due and payable on and after the date of sale (e.g., if sold by real estate contract) or transfer of a Lot to the new Owner (e.g., conveyance by deed).

Section 6.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of:

- (a) Promoting the recreation, health, safety and welfare of the residents of the Property;
- (b) Improving, maintaining, replacing and/or repairing of the Common Areas and the services and facilities related to the use and enjoyment of said Common Areas;
- (c) Paying the costs associated with taxes and insurance related to the Common Areas.

Section 6.3 Maximum Annual Assessments. The Board of Directors shall establish the maximum Annual Assessment that may, from time to time, be increased subject to the following conditions and limitations:

- (a) Until January 1, 2007, the maximum Annual Assessment shall be Two Hundred Fifty and 00/100ths Dollars (\$250.00) per Lot.
- (b) After January 1, 2007, and until such time as the Class "B" Membership ceases to exist, the Board of Directors may fix and increase the maximum Annual Assessment as necessary to fulfill the purposes set forth in this Declaration.
- (c) From and after the date upon which the Class "B" Membership ceases to exist, the maximum Annual Assessment may not be materially increased without an affirmative vote of two-thirds (2/3) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for such purpose pursuant to Section 6.8 of this Article. A "material increase" shall be an increase, which cumulatively for the Association's fiscal year, increases the Annual Assessment by more than ten (10) percent.

Section 6.4 Board to Fix Annual Assessment. The Board of Directors shall fix the Annual Assessment at an amount not in excess of the maximum at least fifteen (15) days prior to the start of the fiscal year. Written notice of the Annual Assessment shall be sent to every Owner. If the Board fails to fix an Annual Assessment for any fiscal year, then the Assessment established for the prior year shall automatically be continued until such time as the Board acts. The Annual Assessments shall be sufficient to:

(a) Meet the obligations imposed by this Declaration and any supplementary declarations; and

(b) Establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas that require such actions on a periodic basis.

Section 6.5 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; provided, however, that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose pursuant to Section 6.8 of this Article.

Section 6.6 Reimbursement Assessment. In addition to the Association Assessments, the first Owner of each Lot who is not a Builder shall pay at closing to Declarant a Reimbursement Assessment in the amount of Five Hundred and 00/100ths Dollars (\$500.00). Such Assessment represents each Lot's pro rata share of the sums advanced for expenses benefiting all of the Owners, including expenses associated with the establishment of the Association and including the cost of installing and maintaining certain improvements. The Reimbursement Assessment shall be collected by the Builder who sold the Lot to the Owner, and if the Builder fails to collect the Reimbursement Assessment and/or to remit such assessment to Declarant, Builder shall be personally liable to Declarant for the Assessment plus the cost of collection, including attorney's fees.

Section 6.7 Rate of Assessments. Assessments shall be fixed at a uniform rate for all lots, except as noted elsewhere in this Declaration.

Section 6.8 Notice and Quorum for any Action Authorized Under Sections 6.3 and/or 6.5. Written notice of any meeting conducted pursuant to

Sections 6.3 or 6.5 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall include a statement of the purpose for which the meeting is to be held. At the first meeting called for the purposes set forth in Sections 6.3 and/or 6.5, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, a subsequent meeting may be called, subject to the notice requirement set forth herein, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. However, no such subsequent meeting having a reduced quorum requirement shall be held more than sixty (60) days following the preceding meeting.

Section 6.9 Commencement of Annual Assessments; Working Capital. The Annual Assessments shall commence as to each Lot within the Property on the first (1st) day of the month following the initial conveyance of the Lot from the Declarant ("Initial Sale"). The first Annual Assessment shall be prorated to December 31 of the then current calendar year and collected at the closing of the Initial Sale. In addition to the payment of a prorated Annual Assessment at the closing of the Initial Sale, purchaser shall pay to the Association the amount of One Hundred Fifty and 00/100ths Dollars (\$150.00) as a contribution to the working capital of the Association.

Section 6.10 Certificate. The Association shall, upon request, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. The Association may make a reasonable charge for the issuance of these certificates. Such certificate shall be conclusive evidence of payment or nonpayment of any Assessment.

Section 6.11 Effect of Nonpayment of Assessments; Remedies of Association. Any Assessments that are not paid when due shall be delinquent. A late charge equal to five percent (5%) of the amount overdue shall be charged for any payment made more than ten (10) days past the due date. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner obligated to pay the Assessment, or may foreclose the lien against the Lot in a like manner as a deed of trust, and in either event, late charges, interest, costs, and reasonable attorney's fees shall be added to the amount of such Assessment lien. No Owner may waive or otherwise escape liability for Annual or Special Assessments by nonuse of the Common Area or by abandonment of his, her, their, or its Lot.

Section 6.12 Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the Assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults are fully remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles, Bylaws, the Declaration, and/or reasonable rules adopted by the Association.

Section 6.13 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, where the mortgagee of a Mortgage of record or other purchaser of a Lot obtains possession of the Lot as the result of foreclosure of a Mortgage, or by deed or assignment in lieu of foreclosure, such possessor, or its successors and assigns, shall not be liable for the Assessments imposed by the Association chargeable to such Lot that became due prior to such possession. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, its successors and assigns.

Section 6.14 Exempt Property. The following Property shall be exempt from the payment of Assessments:

- (a) All portions of the Property dedicated to and accepted by a public agency, authority and/or utility; and,
- (b) The Common Areas and other areas set aside for nonresidential use.

ARTICLE VII MAINTENANCE

Section 7.1 Standard of Maintenance – Common Areas. The Association shall be obligated to do the following:

- (a) Maintain, repair and replace all community mailboxes, street lights (if not maintained by a public or private utility company), the entry gates, the entry signage and school bus pick-up point, if any, installed and constructed as part of the overall development of the Property.

(b) Maintain, repair and replace when necessary the landscaping, fencing, recreational amenities and other improvements within the Common Areas.

(c) Maintain, repair and replace the landscaping, irrigation and fencing along certain easements as described in Sections 3.5 and 3.6 above.

(d) Maintain, repair and replace the private roads and private stormwater system within Grand Firs.

The Board shall be responsible to make all decisions as to the work required under this provision. All expenses incurred in performing the obligations described in this Article shall be paid for by the Association and become part of the Assessments described above in Article VI; provided, however, that if any of such work is required as the result of any negligent or intentional act or omission of any Owner, or his, her, their or its guests, family or tenants, the cost of such work shall be paid for exclusively by such Owner, and shall become part of the Assessment levied against the Lot owned by such Owner.

Section 7.2 Standard of Maintenance - Other Areas. Each Owner shall have the obligation to maintain his, her, their or its Lot and any building, landscaping, fencing or other improvements located on the Lot (and including as part of the Lot the planting strip located adjacent to the street) to standards appropriate for a first-class residential community. The irrigation system into the front yard (including the planting strip) and shall be kept operational and shall be operated consistent with the community standard. Front yard landscaping as approved by the ACC as described in Article IX shall be maintained consistent with the approved plan. Each Owner shall be responsible to maintain the portion of the storm drainage system located on its Lot from the downspout to the stormwater system that runs parallel to the roadways within Grand Firs.

Section 7.3 Remedies for Failure to Maintain.

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

part of the Assessments for such Non-Conforming Owner's Lot, fully subject to the remedial provisions set forth in Article VI.

7.3.2 County. In the event any Owner, the Declarant, or the Association fails to maintain drainage facilities within the Plat, or the Owner, Declarant or Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, such Owner, Declarant or Association agree to the following remedy: After 30 days notice by registered mail to the Owner, Declarant or Association as appropriate, The County will assess financial sanctions (P.C.C. 18A.10.120) and/or initiate enforcement proceedings. In the event the County determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the County will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the County will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the County, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Owner, Declarant or Association as applicable.

Section 7.4 Street Trees and Planting Strips. As a condition of approval for Grand Firs, the Declarant was required to install certain trees adjacent to the road right of way ("Street Trees"). Except as to the landscaping along the west side of 86th Avenue East and the north side of 231st Street Court East (See Section 3.5), each Builder and Owner is responsible to maintain said Street Trees on its Lot. If any Street Tree (except on the west side of 86th Avenue East or the north side of 231st Street Court East) is removed or damaged for any reason, the Owner of the Lot upon which the Street Tree is located shall immediately replace the tree with a tree that is the same species and of similar size. If it is necessary for the Declarant to replace any Street Tree due to failure of the Builder or Owner to do so, Builder or Owner shall reimburse Declarant for the cost of replacing same. In the event any Builder or Owner does not pay the same upon request, then the Declarant shall have a lien against the Lot of said Builder or Owner to secure payment of said reimbursement. If it cannot be determined which Builder or Owner was responsible for the violation of the above provisions, then the Association shall reimburse the Declarant for any expenses incurred by the Declarant within thirty (30) days of receipt of Declarant's request. Regardless of any other provision in this Declaration, this Section cannot be amended for a period of ten (10) years after recording of this Declaration.

Section 7.5 Street Repair, Maintenance and Cleaning. All Builders and Owners shall use due diligence to avoid allowing any unnecessary dirt, debris or other material from washing onto the road as a result of any construction

activities and shall at all times remain responsible for keeping the road clean of any such debris, dirt or material. In addition, all Builders or Owners shall use due diligence to avoid causing any damage to the road or sidewalks and all roads, sidewalks and other improvements constructed by the Declarant. Any Builder or Owner who violates the provisions of this Section shall reimburse the Declarant, upon request, for any expenses incurred by Declarant because of the failure of the Builder and Owner to abide by the terms and provisions of this Section. In the event any Builder and Owner does not pay the same upon request, then the Declarant shall have a lien against the Lot of said Builder or Owner to secure payment of said reimbursement. If it cannot be determined which Builder or Owner was responsible for the violation of the above provisions, then the Association shall reimburse the Declarant for any expenses incurred by the Declarant within thirty (30) days of receipt of Declarant's request. Regardless of any other provision in this Declaration, this Section cannot be amended for a period of ten (10) years after recording of this Declaration.

Section 7.6 Maintenance of Stormwater Drain System. All Builders and Owners shall use due diligence to avoid allowing any materials from washing or being put into the stormwater drain system as a result of construction activities conducted by said Builder or Owner. This includes any sediment, cement slurry, or other material washing off or coming off of any Lot upon which a Builder or Owner is constructing an improvement. In the event any Builder or Owner is in violation of the provisions of this Section, that Builder or Owner shall pay a maintenance charge to the Declarant in an amount to be determined by the Declarant, but not to exceed five hundred and 00/100ths Dollars (\$500.00) for each violation. In addition, each Builder or Owner agrees to indemnify the Declarant from any costs or charges which the Declarant may incur in connection with the cleaning and maintenance of the stormwater drain system as a result of any violation. Any Builder or Owner who violates the provisions of this Section shall reimburse the Declarant, upon request, for any expenses incurred by Declarant because of the failure of the Builder or Owner to abide by the provisions of this Section. In the event any Builder or Owner does not pay the same upon request, then the Declarant shall have a lien against the Lot of said Builder or Owner to secure payment of said reimbursement. If it cannot be determined which Builder or Owner was responsible for the violation of the above provisions, then the Association shall reimburse the Declarant for any expenses incurred by the Declarant within thirty (30) days of receipt of Declarant's request. Regardless of any other provision in this Declaration, this Section cannot be amended for a period of ten (10) years after recording of this Declaration.

Section 7.7 Utility Repair and Maintenance. All Builders and Owners shall use due diligence to avoid allowing any damage to occur to any utility or related system improvement as a result of construction activities

conducted by said Builder or Owner. In the event that such damage occurs, the Builder or Owner agrees to immediately repair or replace same. Any Builder or Owner who violates the provisions of this Section shall reimburse the Declarant, upon request, for any expenses incurred by Declarant because of the failure of the Builder or Owner to abide by the terms and provisions of this Section. In the event any Builder or Owner does not pay the same upon request, then the Declarant shall have a lien against the Lot of said Builder or Owner to secure payment of said reimbursement. If it cannot be determined which Builder or Owner was responsible for the violation of the above provisions, then the Association shall reimburse the Declarant for any expenses incurred by the Declarant within thirty (30) days of receipt of Declarant's request. Regardless of any other provision in this Declaration, this Section cannot be amended for a period of ten (10) years after recording of this Declaration.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 8.1 Appointment and Membership. There is hereby constituted an Architectural Control Committee (the "ACC"). The Declarant shall have the right to select the members of the ACC until all lots within the plat of Grand Firs are sold by Declarant. Thereafter, the ACC shall be appointed by the Board. A majority of the ACC may designate a representative to act for it, which representative shall be known as the "Control Architect."

Section 8.2 Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request.

Section 8.3 Meetings; Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, neither the Control Architect, nor the members of the ACC shall receive any compensation for their services. Both the Control Architect and members of the ACC shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC authorized duties.

Section 8.4 Nonwaiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

Section 8.5 Liability. Neither the ACC nor any of its members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval or for failure to approve any matter submitted to the ACC. The ACC or its members may, during its review and consideration of any matter or issue over which it has jurisdiction, consult with the Association or any Owner with respect to any plans, drawings, specifications, or any other inquiry received by the ACC and/or proposal submitted to the ACC.

ARTICLE IX ARCHITECTURAL AND LANDSCAPE CONTROL

Section 9.1 Approval of Plans Required. Except as provided for in Section 9.2 below, none of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC:

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

Section 9.2 Approval Not Required. Notwithstanding any other provision included in this Declaration, the approval of the ACC shall not be required for each of the following:

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

Section 9.3 Procedure for Approval. Any person wishing to take any of the actions described above requiring approval shall submit to the ACC two (2) sets of plans and specifications showing:

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

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

Section 9.4 Criteria for Approval. Approval of plans and specifications will be withheld or conditioned if the proposed action is at variance with any part of this Declaration including without limitation the covenants, other covenants covering the Property, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting

proposed, landscaping plan, or for any other reasonable objection supported by the information reviewed and considered by the ACC.

Section 9.5 **Conformity with Approved Plans.** It shall be the responsibility of the ACC to determine that the improvement was completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the improvement. If the ACC shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the Owner within that sixty (60) day period. If the Owner is so notified, that Owner shall within such time as the ACC shall specify, but not less than thirty (30) days:

- (a) Either remove or alter the improvement; or
- (b) Take such other steps as the ACC shall designate to bring the improvement into conformity.

Section 9.6 **Governmental Permits.** No construction or exterior addition or change or alteration of any structure may be started on any portion of a Lot without the Owner first obtaining a building permit and any and all other necessary permits from all governmental entities having jurisdiction over the Property.

Section 9.7 **Landscaping and Irrigation.** All front yards (including planting strips along the roads) shall be predominantly comprised of grass (at least 50%) with the remainder in trees, shrubs, other landscape plants and walkways. Areas of exposed bark, rock or other materials, and without reasonable dense plantings are not permitted. All front yards, including planting strips, shall include a permanent irrigation system.

ARTICLE X PERMITTED AND PROHIBITED USES

Section 10.1 **General.** All Lots shall be used solely and exclusively for private single-family homes with appurtenant garages. A building site shall consist of not less than one (1) Lot as shown on the Development Plan. No Lot shall be divided except with the permission of the ACC and the governmental entity having jurisdiction over the Property. The boundary between two Lots may be adjusted pursuant to a boundary line adjustment authorized by law.

Section 10.2 **Dwelling Quality and Size.** No home shall be permitted on any Lot without the prior written approval of the ACC. It is the intention and purpose of these covenants to assure that all homes shall be of a quality of

workmanship. All homes must have a minimum of 1,700 square feet of living space for a single-story home or 1,900 square feet for a multi-story home. Garages and unheated areas shall not be included in determining square footage.

Section 10.3 Land Use and Building Types. All Lots subject this Declaration shall be used only for residential purposes. No structures of any kind shall be erected or permitted to remain on any Lot other than single family homes, garages, workshops, and structures normally accessory to such homes. No carports will be allowed and all garages must have doors. All dwellings shall be “stick-built.” Mobile homes, manufactured housing, and modular homes are specifically not permitted. At a minimum, a two-car garage is required. A three-car garage may be permitted. Where it is architecturally possible, the garage shall be incorporated in or made a part of the dwelling. No detached garages shall be permitted except with the express approval of the ACC. If a detached garage is permitted, it may incorporate an “accessory dwelling unit” above the garage; provided that it is approved by all government entities having jurisdiction over the Property. On-site parking provisions for no less than two (2) automobiles shall be provided in addition to garage automobile storage.

Section 10.4 Fences. Except as to fences installed by Declarant as part of the original Grand Firs development, no fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than:

- (a) The building setback line, or
- (b) The front façade of the primary residence, excluding the garage.

Notwithstanding the foregoing, nothing shall prevent:

- (i) The erection of a necessary retaining wall (the top of which does not extend more than two (2) feet above the finished grade at the back of said wall); and
- (ii) Fences closer to the front boundary of a Lot than otherwise allowed for in this Section, provided that they are approved in advance and in writing by the ACC.

Section 10.5 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street

lines, or, in the case of a rounded Lot corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street-side property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection, unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

Section 10.6 Temporary Structures. No building or structure shall be moved onto any portion of the Property. No trailers or manufactured housing shall be maintained on any Lot as a residence. No building of any kind shall be erected or maintained on a Lot prior to the erection of either a detached or attached single family dwelling thereon, except that a garage or other small building or permanent structure may be erected for the storing of tools and other articles but shall not be used for residence purposes. Nothing in this Section shall prevent the temporary use of a construction shack and/or trailer during the construction of any approved dwelling or during the development of the Property by Declarant.

Section 10.7 Construction. The work of construction of all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including siding on the front of the structure, finish painting, and front yard landscaping within eight (8) months from the date of commencement of construction. Except with the advanced written approval of the ACC, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Control Architect or ACC have been fully completed to the reasonable satisfaction of the ACC.

Section 10.8 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines adopted by the governmental authority with jurisdiction over the Plat.

Section 10.9 Exterior Lighting. Exterior lighting of any sort which is visible from any street or from any other Lot shall not be installed without first obtaining advanced written approval of the ACC.

Section 10.10 Roofs. Roofing materials shall be architectural grade composition roofing with a minimum life span of 30 years, subject to the condition that the ACC, in its sole discretion and upon request, may permit substitution of other roofing materials.

Section 10.11 Driveways. All driveways, including any access to the rear yard of any residence, shall be of a hard surface construction of concrete.

Section 10.12 Exterior Finish. The siding of each home shall be finished with cedar, stone, brick (real or simulated), vinyl lap or bevel lap siding. Panel siding, "T-1-11" or the equivalent is specifically not permitted. All colors and any other type material shall be approved by the ACC. All metal fireplace chimneys shall be either wood or stone wrapped. The front of each home must contain at least 100 square feet of authentic or simulated brick or stone.

Section 10.13 Building Materials. All improvements constructed on any Lot shall be built of new materials, with the exception of design items such as used brick and similar items. The ACC will determine if a used material is a design item. In making this determination, the ACC will consider whether the material harmonizes with the aesthetic character of the other residences and whether the material would add to the attractive development of the Plat.

Section 10.14 Garbage and Refuse Disposal. No garbage, rubbish or cuttings shall be deposited on or left on the Lot premises, unless placed in an attractive container suitably located and screened from public view.

Section 10.15 Storage and Placement of Building Materials. No building material of any kind shall be placed or stored upon any portion of the Property in the Plat until the Owner is ready to commence construction; then such material shall be placed within the boundary of the Lot upon which structures are to be erected and shall not be placed in the street or on any Common Area.

Section 10.16 Nuisances. No noxious or undesirable thing or noxious or undesirable use of the Property shall be permitted or maintained whatsoever. The ACC's determination of any undesirable or noxious: (a) thing; and/or (b) use of the Property, shall be conclusive.

The ACC may recommend and the Board may direct that steps be taken as is reasonably necessary, including institution of a legal action of the imposition of fines to abate any activity, remove anything or terminate any use which is determined by the ACC or described in this Declaration to constitute a nuisance.

Section 10.17 Signs. No sign of any kind shall be placed on the Property, except:

- (a) Signs identifying the Owner and address of the Lot; or
- (b) Signs designating a Lot or residence for sale or rent.

No such signs shall be of a size greater than two (2) feet square and shall not be of a nature offensive or obnoxious to Owners within the Plat. No business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed.

None of the foregoing provisions shall apply to signs placed upon the Property by the Declarant or Builders during the initial development of the Plat.

Section 10.18 Oil and Mining Operations. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pit, solid removing or topsoil stripping shall not be permitted on any of the Lots. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 10.19 Clotheslines. No clothesline shall be located on any Lot.

Section 10.20 Fuel Tanks. No fuel tank shall be maintained above ground on any Lot, unless screened from view in a manner satisfactory to the ACC as evidenced by a written advanced approval. No underground fuel tanks shall be placed, buried or maintained on the Property.

Section 10.21 Excavation. Except with the advanced written approval of the ACC, or except as may be necessary in connection with the construction of any improvement, no excavation shall be made on nor shall any dirt be removed from any Lot.

Section 10.22 Animals. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any part of the Property. Dogs and cats, not to exceed a total of two (2), may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial use or purpose. No reptiles shall be kept upon the premises. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of this Declaration. Animals shall not be allowed to roam loose outside the boundaries of any Lot on which they are kept.

Section 10.23 Cutting of Trees. No cutting of trees on the Property shall be permitted without the advanced written approval of the ACC.

Section 10.24 Natural Drainage. The Owner of any Lot shall not take any action which would interfere with surface water drainage across that Lot either through natural drainage or drainage easements. Except with the advanced written approval of the ACC, the natural drainage of any Lot shall not be changed.

Section 10.25 Vehicle Parking. No vehicle may be parked on any building Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any hard surfaces shall be constructed only in accordance with the site plan approved in writing in advance by the ACC. All vehicles shall be parked in garages or on designated and approved driveways or parking areas located entirely on a Lot.

Section 10.26 Inoperable Vehicles. No inoperable vehicles, motorcycles or other motorized apparatus shall be stored on the Lots, the Common Areas, the streets or anywhere within the Plat. If an Owner refuses to remove an inoperable vehicle, the ACC shall have the power to remove the vehicle at the Owner's expense at anytime 24-hours after the posting of an intent to tow notice conspicuously on the vehicle.

Section 10.27 Recreational Vehicle Prohibition. Except with the advanced written approval of the ACC, Owners at no time shall keep or permit to be kept on their Lot any house trailer, unattached camper, recreational vehicle ("RV"), boat or boat trailer, unless the same is housed within a garage or located in the rear yard and suitably screened from view from the street and adjacent Lot(s) using a solid board fence at least six (6) feet in height the design of which has been approved by the ACC in advance of the commencement of construction.

Section 10.28 Recreational Vehicle Limited Exception. Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle may secure written permission from the ACC for guests to park a vehicle upon the Lot or the public street for a time not to exceed seventy-two (72) hours in any calendar year. The privilege shall only exist, however, after the written permission has been obtained from the ACC, or its authorized representative. An Owner that stores a recreational vehicle off-site may park the vehicle on the driveway or other unscreened area for twenty-four (24) hours for the purpose of loading, unloading and cleaning.

Section 10.29 Repair of Vehicles or Equipment. No repair or dismantling of any automobile, motorcycle, other vehicle or equipment shall be permitted on the premises; except within an enclosed garage which is kept closed. No mechanical repairs shall be conducted upon the premises; except minor maintenance and mechanical work by an Owner on said Owner's private vehicle; provided that any such activity be conducted in a manner that is not offensive to persons residing in the Plat, is not unsightly, does not result in unusual noise or debris being placed upon the Property and is in keeping with a first-class residential community.

Section 10.30 Utility Lines; Radio and Television Antennas and Dishes. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or dishes shall be erected, placed, or maintained on any part of a Lot if it is visible from any street unless it is approved in advance in writing by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines, antennas or dishes.

Section 10.31 Firearms and Fireworks. No firearms or fireworks of any kind shall be discharged within the Plat.

Section 10.32 Dirt Bikes and/or ATVs. No unlicensed motor vehicles, including motorcycles, dirt bikes, motor scooters, ATVs, etc., shall be permitted on any road within the Plat, nor shall dirt bikes or ATVs be permitted to operate within the Property.

ARTICLE XI INSURANCE REQUIREMENTS

The Association shall continuously maintain in effect such casualty, flood and liability insurance and/or fidelity bonds needed to meet the insurance and fidelity bond requirements, if any, for a planned unit development project established by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association, so long as any of them are a mortgagee or Owner of a Lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association.

ARTICLE XII DAMAGE OR DESTRUCTION

Section 12.1 In the event of damage or destruction to all or part of the Common Areas, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the damaged and/or destroyed Common Areas in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board.

Section 12.2 If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs,

replacement, and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty-one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct any portion of the Common Areas in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of any portion of the Common Areas in accordance with the original plans shall not be permitted without the prior written approval of at least sixty-seven percent (67%) of the First Mortgagees (based on one (1) vote for each First Mortgage owned) or Owners (if there is no First Mortgage on that Lot) of the Lots.

ARTICLE XIII CONDEMNATION

In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Areas, and any balance remaining shall be retained by the Association.

In the highly unlikely event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall remain in the Association as additional working capital.

No proceeds received by the Association as the result of any condemnation shall be distributed to any Owner or to any other party in derogation of the rights of the First Mortgagee of any Lot.

ARTICLE XIV MORTGAGEES' PROTECTION

Section 14.1 As used in this Declaration: (a) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (b) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (c) "institutional holder" means a mortgagee which is a bank or savings and loan association or established Mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 14.2 The prior written approval of at least seventy-five (75) percent of the First Mortgagees (based on one vote for each first Mortgage owned) of the individual Lot shall be required for each of the following:

(a) The abandonment or termination of the planned unit development status of the project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Association, including, but not limited to, any amendment which would change the ownership interests of the Owners in the Plat, change the pro rata interest or obligation of any individual Owner for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards;

(c) The effectuation of any decision by the Association to terminate professional management and assume self-management (however this shall not be deemed or construed to require professional management);

(d) Partitioning or subdividing any Lot;

(e) Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause;

(f) Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and other improvements, the maintenance of common areas, landscaping, perimeter fencing, or to the upkeep of lawns and plantings on the Property;

(g) Any act or omission whereby the Association fails to maintain fire and extended coverage on insurable Common Areas or commonly owned property on a current replacement cost basis in an amount not less than one-hundred percent (100%) of the insurable value (based on current replacement costs); and

(h) Use of hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such damaged or destroyed Common Areas.

Section 14.3 Each First Mortgagee (as well as each Owner) shall be entitled to timely written notice of:

- (a) Any significant damage or destruction to the Common Areas;
- (b) Any condemnation or eminent domain proceeding effecting the Common Areas;
- (c) Any default under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a course of action against the Owner of a Lot subject to the mortgage of such institutional holder or insurer, where the default has not been cured in thirty (30) days;
- (d) Any proposed abandonment or termination of the planned unit development status of this project; and
- (e) Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.

Section 14.4 Each First Mortgagee shall be entitled, upon request, to:

- (a) Inspect the books and records of the Association during normal business hours;
- (b) Require the preparation of, at its sole expense, and, if preparation is so required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year; and
- (c) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 14.5 First Mortgagees of any Lot may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Binding Effect. All present and future Owners and/or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to the covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance, rental agreement or lease thereof.

Section 15.2 Enforcement. The Declarant, Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Declarant, Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the party found to be:

- (a) In violation of said condition, covenant, reservation, restriction or any provision of this Declaration; or
- (b) Delinquent in the payment of said lien or charge.

Section 15.3 Failure to Enforce. No delay or omission on the part of the Declarant, Association or the Owners of Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver of or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

Section 15.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision included in this Declaration which shall remain in full force and effect.

Section 15.5 Interpretation. In interpreting this Declaration, the term “person” may include natural persons, partnerships, limited liability companies, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development of the Plat.

Section 15.6 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a vote of seventy-five percent (75%) of the Members subject to the limitations set forth in this Declaration (e.g., Sections 15.7 and 15.8, etc.). Any amendment must be in writing, signed by the approving Members or Owners, and prior to its effectiveness, must be recorded with the Pierce County Auditor’s office.

Section 15.7 Power of Declarant to Amend to Meet Financing Requirements. Notwithstanding anything in this Declaration to the contrary, Declarant may without the consent of any Owner, at any time prior to the time it has sold and closed seventy-five (75%) percent of the Lots, amend this Declaration by an instrument signed by Declarant alone in order to satisfy the requirements of the Federal Mortgage Agencies.

Section 15.8 Certain Rights of Declarant. For such time as Declarant shall own Lots there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any Rules and Regulations adopted by the Association which:

- (a) Discriminate or tend to discriminate against the Declarant’s rights as an Owner.
- (b) Change Article I (“Definitions”) in a manner that alters Declarant’s rights or status.
- (c) Alter the character and rights of membership or the rights of Declarant as set forth in Article IV.
- (d) Alter previously recorded or written agreements with public or quasi-public agencies.

- (e) Alter Articles VII, Sections 7.4, 7.5, 7.6 or 7.7;
- (f) Alter its rights as set forth in Articles VIII and IX relating to architectural controls.
- (g) Alter the basis for Assessments.
- (h) Alter the provisions of the use restrictions as set forth in Article X.
- (i) Alter the number or selection of Directors as established in the Bylaws.
- (j) Alter the Declarant's rights as they appear under this Article.

The undersigned have caused this Declaration to be executed this 26 day of Dec 2005

GRAND FIRS, LLC

By: [Signature]
Its: [Signature]

Date: 12/24/05

STATE OF WASHINGTON)

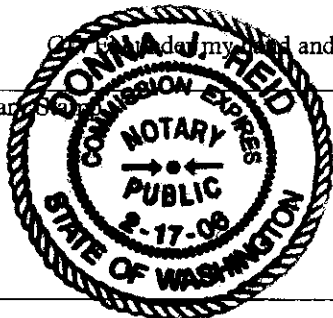
:ss

COUNTY OF KING)

On this day personally appeared before me Michael R. [Signature], the Managing Partner of Grand Firs LLC, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 26 day of Dec, 2005.

Notary Public



[Signature]
Type/Print Name _____
Notary Public in and for the State of Washington
Residing at [Signature]
My appointment expires: 2/17/08

EXHIBIT "A"
LEGAL DESCRIPTION OF GRAND FIRS

A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE S 02°45'52" W ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1,125.35 FEET; THENCE N 88°17'47" W PARALLEL WITH AND 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1,278.15 FEET; THENCE N 01°34'41" E A DISTANCE OF 845.31 FEET; THENCE N 88°25'19" W PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 162.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 47.88 FEET, THENCE N 88°17'46" W A DISTANCE OF 167.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 377.00 FEET; THENCE N 88°17'46" W A DISTANCE OF 265.67 FEET; THENCE S 69°03'40" W A DISTANCE OF 46.57 FEET; THENCE N 15°28'30" W A DISTANCE OF 172.94 FEET; THENCE N 54°21'04" E A DISTANCE OF 164.12 FEET; THENCE N 39°33'01" E A DISTANCE OF 90.10 FEET; THENCE N 29°45'45" E A DISTANCE OF 89.86 FEET; THENCE N 14°59'11" E A DISTANCE OF 132.51 FEET; THENCE S 88°25'19" E PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 165.49 FEET; THENCE N 01°34'41" E A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S 88°25'19" E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1,565.11 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 38 ACRES MORE OR LESS PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

EXHIBIT "B"
LEGAL DESCRIPTION OF ADDITIONAL PHASES

PHASE TWO

A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, THENCE S 02°45'52" W ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1,125.35 FEET; THENCE N 88°17'47" W PARALLEL WITH AND 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1,278.18 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 01°34'41" E A DISTANCE OF 845.31 FEET; THENCE N 88°25'19" W PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 162.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 47.88 FEET; THENCE N 88°17'46" W A DISTANCE OF 167.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 377.00 FEET; THENCE N 88°17'46" W A DISTANCE OF 265.67 FEET; THENCE S 69°03'40" W A DISTANCE OF 46.57 FEET; THENCE N 15°28'30" W A DISTANCE OF 172.94 FEET; THENCE N 54°21'04" E A DISTANCE OF 164.12 FEET; THENCE N 39°33'01" E A DISTANCE OF 90.10 FEET; THENCE N 29°45'45" E A DISTANCE OF 89.86 FEET; THENCE N 14°59'11" E A DISTANCE OF 132.51 FEET; THENCE S 88°25'19" E PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 165.49 FEET; THENCE N 01°34'41" E A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE N 88°25'19" W ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1,099.14 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S 02°55'14" W ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 1,003.93 FEET; THENCE N 70°41'42" E A DISTANCE OF 215.13 FEET; THENCE S 77°26'43" E A DISTANCE OF 61.25 FEET; THENCE S 78°22'15" E A DISTANCE OF 38.92 FEET; THENCE S 70°10'23" E A DISTANCE OF 34.49 FEET; THENCE S

67°17'16" E A DISTANCE OF 105.12 FEET; THENCE S 11°41'51" E A DISTANCE OF 138.03 FEET; THENCE S 21°04'46" W A DISTANCE OF 97.56 FEET; THENCE S 49°53'59" W A DISTANCE OF 70.97 FEET; THENCE S 60°41'59" W A DISTANCE OF 24.00 FEET; THENCE S 37°37'44" W A DISTANCE OF 316.90 FEET; THENCE S 42°45'14" W A DISTANCE OF 66.71 FEET; THENCE S 40°55'47" W A DISTANCE OF 52.97 FEET; THENCE S 43°19'39" W A DISTANCE OF 86.99 FEET; THENCE S 76°42'26" W A DISTANCE OF 81.24 FEET; THENCE S 63°40'05" W A DISTANCE OF 90.47 FEET; THENCE N 86°18'44" W A DISTANCE OF 38.82 FEET; THENCE S 32°16'14" E A DISTANCE OF 10.71 FEET; THENCE S 25°52'54" W A DISTANCE OF 214.06 FEET; THENCE S 80°16'16" W A DISTANCE OF 80.58 FEET; THENCE S 07°34'05" E A DISTANCE OF 40.19 FEET; THENCE S 25°54'25" W A DISTANCE OF 100.38 FEET; THENCE S 29°05'04" W A DISTANCE OF 68.95 FEET; THENCE S 51°25'56" W A DISTANCE OF 35.87 FEET; THENCE S 25°21'21" W A DISTANCE OF 33.78 FEET; THENCE S 36°15'41" W A DISTANCE OF 42.76 FEET; THENCE S 28°02'34" W A DISTANCE OF 51.24 FEET; THENCE S 50°48'43" W A DISTANCE OF 38.07 FEET; THENCE S 30°56'23" W A DISTANCE OF 14.14 FEET; THENCE S 01°17'34" E A DISTANCE OF 68.78 FEET; THENCE S 87°02'32" E A DISTANCE OF 115.16 FEET; THENCE N 36°55'41" E A DISTANCE OF 673.65 FEET; THENCE S 53°04'19" E A DISTANCE OF 167.00 FEET; THENCE N 36°55'41" E A DISTANCE OF 12.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'09" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE 16.27 FEET; THENCE S 56°39'28" E A DISTANCE OF 140.00 FEET; THENCE N 32°16'39" E A DISTANCE OF 14.87 FEET; THENCE S 86°57'30" E A DISTANCE OF 130.23 FEET; THENCE S 03°02'30" W A DISTANCE OF 45.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 145.00 FEET; THENCE S 03°02'30" W PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 490.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 95.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 03°02'30" E ALONG SAID EAST LINE A DISTANCE OF 1,218.22 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE N 47°18'44" E A DISTANCE OF 285.83 FEET TO A POINT 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE; THENCE S 88°17'47" E PARALLEL WITH AND 199.96 FEET NORTH OF SAID EAST/WEST OF SECTION LINE A DISTANCE OF 522.07 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 42.89 ACRES, MORE OR LESS PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

EXCEPT 86TH AVENUE EAST – COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PHASE THREE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST, SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER AND THE NORTHEAST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE S 02°55'14" W ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 1,003.93 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 70°41'42" E A DISTANCE OF 215.13 FEET; THENCE S 77°26'43" E A DISTANCE OF 61.25 FEET; THENCE S 78°22'15" E A DISTANCE OF 38.92 FEET; THENCE S 70°10'23" E A DISTANCE OF 34.49 FEET; THENCE S 67°17'16" E A DISTANCE OF 105.12 FEET; THENCE S 11°41'51" E A DISTANCE OF 138.03 FEET; THENCE S 21°04'46" W A DISTANCE OF 97.56 FEET; THENCE S 49°53'59" W A DISTANCE OF 70.97 FEET; THENCE S 60°41'59" W A DISTANCE OF 24.00 FEET; THENCE S 37°37'44" W A DISTANCE OF 316.90 FEET; THENCE S 42°45'14" W A DISTANCE OF 66.71 FEET; THENCE S 40°55'47" W A DISTANCE OF 52.97 FEET; THENCE S 43°19'39" W A DISTANCE OF 86.99 FEET; THENCE S 76°42'26" W A DISTANCE OF 81.24 FEET; THENCE S 63°40'05" W A DISTANCE OF 90.47 FEET; THENCE N 86°18'44" W A DISTANCE OF 38.82 FEET; THENCE S 32°16'14" E A DISTANCE OF 10.71 FEET; THENCE S 25°52'54" W A DISTANCE OF 214.06 FEET; THENCE S 80°16'16" W A DISTANCE OF 80.58 FEET; THENCE S 07°34'05" E A DISTANCE OF 40.19 FEET; THENCE S 25°54'25" W A DISTANCE OF 100.38 FEET; THENCE S 29°05'04" W A DISTANCE OF 68.95 FEET; THENCE S 51°25'56" W A DISTANCE OF 35.87 FEET; THENCE S 25°21'21"

W A DISTANCE OF 33.78 FEET; THENCE S 36°15'41" W A DISTANCE OF 42.76 FEET; THENCE S 28°02'34" W A DISTANCE OF 51.24 FEET; THENCE S 50°48'43" W A DISTANCE OF 38.07 FEET; THENCE S 30°56'23" W A DISTANCE OF 14.14 FEET; THENCE S 01°17'34" E A DISTANCE OF 68.78 FEET; THENCE S 87°02'32" E A DISTANCE OF 115.16 FEET; THENCE N 36°55'41" E A DISTANCE OF 673.65 FEET; THENCE S 53°04'19" E A DISTANCE OF 167.00 FEET; THENCE N 36°55'41" E A DISTANCE OF 12.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'09" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE 16.27 FEET; THENCE S 56°39'28" E A DISTANCE OF 140.00 FEET; THENCE N 32°16'39" E A DISTANCE OF 14.87 FEET; THENCE S 86°57'30" E A DISTANCE OF 130.23 FEET; THENCE S 03°02'30" W A DISTANCE OF 45.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 145.00 FEET; THENCE S 03°02'30" W PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 490.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 95.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 03°02'30" W ALONG SAID EAST LINE A DISTANCE OF 103.39 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE S 88°10'53" E ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,992.33 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S 03°24'13" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 331.45 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE N 88°09'12" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1,326.81 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 03°09'45" W ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 330.75 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 88°07'27" W ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 662.70 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE

N 03°02'03" E ALONG THE EAST LINE OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 444.15 FEET; THENCE N 86°50'51" W A DISTANCE OF 412.63 FEET; THENCE N 03°02'30" E A DISTANCE OF 30.00 FEET; THENCE N 86°50'51" W A DISTANCE OF 140.00 FEET; THENCE S 03°02'30" W A DISTANCE OF 5.75 FEET; THENCE N 86°57'30" W A DISTANCE OF 329.32 FEET; THENCE S 62°10'44" W A DISTANCE OF 63.19 FEET; THENCE N 28°43'53" W A DISTANCE OF 164.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING WHICH BEARS S 48°04'42" E FROM THE RADIUS POINT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°37'18" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE OF 11.90 FEET; THENCE N 53°04'20" W A DISTANCE OF 167.50 FEET; THENCE S 41°33'29" W A DISTANCE OF 146.44 FEET; THENCE S 34°45'30" W A DISTANCE OF 83.25 FEET; THENCE N 08°45'34" E A DISTANCE OF 128.93 FEET; THENCE N 43°35'15" E A DISTANCE OF 42.04 FEET; THENCE N 00°15'42" E A DISTANCE OF 56.43 FEET; THENCE N 62°00'04" E A DISTANCE OF 49.91 FEET; THENCE N 13°05'13" E A DISTANCE OF 88.74 FEET; THENCE; N 87°02'32" W A DISTANCE OF 776.24 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE N 02°57'28" E ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER A DISTANCE OF 470.17 FEET; THENCE S 88°21'21" E A DISTANCE OF 150.00 FEET; THENCE N 36°47'29" E A DISTANCE OF 808.02 FEET TO A POINT ON THE EAST/WEST CENTER OF SECTION LINE; THENCE S 88°17'46" E ALONG SAID EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 720.31 FEET TO THE CENTER OF SECTION 17; THENCE N 02°55'14" E ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 315.64 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 67.22 ACRES, MORE OR LESS, PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

EXCEPT 86TH AVENUE EAST - COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PHASE FOUR

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST, AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 88°07'28" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 662.70 FEET TO THE SOUTH EAST CORNER OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 03°02'03" E ALONG THE EAST LINE OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 444.15 FEET; THENCE N 86°50'51" W A DISTANCE OF 412.63 FEET; THENCE N 03°02'30" E A DISTANCE OF 30.00 FEET; THENCE N 86°50'51" W A DISTANCE OF 140.00 FEET; THENCE S 03°02'30" W A DISTANCE OF 5.75 FEET; THENCE N 86°57'30" W A DISTANCE OF 329.32 FEET; THENCE S 62°10'44" W A DISTANCE OF 63.19 FEET; THENCE N 28°43'53" W A DISTANCE OF 164.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING WHICH BEARS S 48°04'42" E FROM THE RADIUS POINT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°37'18" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE OF 11.90 FEET; THENCE N 53°04'20" W A DISTANCE OF 167.50 FEET; THENCE S 41°33'29" W A DISTANCE OF 146.44 FEET; THENCE S 34°45'30" W A DISTANCE OF 83.25 FEET; THENCE N 08°45'34" E A DISTANCE OF 128.93 FEET; THENCE N 43°35'15" E A DISTANCE OF 42.04 FEET; THENCE N 00°15'42" E A DISTANCE OF 56.43 FEET; THENCE N 62°00'04" E A DISTANCE OF 49.91 FEET; THENCE N 13°05'13" E A DISTANCE OF 88.74 FEET; THENCE N 87°02'32" W A DISTANCE OF 776.24 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE S 02°57'28" W ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER A DISTANCE OF 1,514.33 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE S 88°32'05" E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1322.15 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17 THENCE S 88°04'01" E ALONG THE SOUTH LINE OF

THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 661.29 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST OF SAID SOUTHEAST QUARTER; THENCE N 03°02'30" E ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; A DISTANCE OF 660.81 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 58.69 ACRES, MORE OR LESS, PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

EXCEPT 86TH AVENUE EAST – COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "C"
COMMON AREAS

- Tracts A, B and D in the Final Plat of Grand Firs Phase I. This includes all improvements located on these Tracts, such as the entry gates, fencing, lighting, landscaping and signage.
- The 50-foot private road and utilities easement depicted on the Final Plat of Grand Firs – Phase I, including portions on individual lots and portions within Tract A.
- The easement on the west side of 86th Avenue East and 10-foot utilities easement on the north side of 231st Street Court East, including irrigation, landscaping, lighting and fencing.

EXHIBIT "D"
DEVELOPMENT PLAN

**Auditor's notation
to facilitate
scanning process**



200704230173 5 PGS
04/23/2007 11:01am \$36.00
PIERCE COUNTY, WASHINGTON

Return Address

William T. Lynn
Gordon, Thomas, Honeywell, Malanca,
Peterson & Daheim, P.L.L.C.
P.O. Box 1157
Tacoma, WA 98401-1157

Please print or type information.

Document Title(s) (or transactions contained therein):

1. First Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs
- 2.
- 3.

Grantor(s) (Last name first, then first name and initials)

1. Grand Firs LLC, a Washington Limited Liability Company
- 2.
3. ☐ Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials)

1. Grand Firs, Phase 2
- 2.
- 3.
4. ☐ Additional Names on Page _____ of Document.

Legal Description (abbreviated: *i.e.*, lot, block, plat or section, township, range)

Located in Portions of the SE and SW quarters of the NE quarter, the NW quarter of the SE Quarter and the NE quarter of the SW quarter of SEC. 17, TWP. 18 N., RGE. 4 E OF THE W.M.

Legal description on Exhibit A of Document. **AKA - AFN 200704235001**

Reference Number(s) of Documents Assigned or Released:

Plat recording number: 200601105002, orig. Declaration 200601101098

☐ Additional Reference Numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

04-18-17-~~4-029~~ **3-000**, 041817-4-028

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

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRAND FIRS**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND FIRS is made on the 31st day of OCT., 2006, by Grand Firs LLC, a Washington limited liability company ("Declarant").

BACKGROUND

A. Declarant owns certain real property in Pierce County, Washington on which it is developing the residential community of "Grand Firs." Declarant has subjected portions of the community to the Declaration of Covenants, Conditions and Restrictions for Grand Firs, which was recorded with the Pierce County Auditor under file number 200601101098 (the "Declaration").

B. Under Article II, Section 2.2 of the Declaration, the Declarant may subject portions of the overall Grand Firs development to additional covenants and easements. Declarant now desires to add Phase 2 to the Declaration.

In light of this background, the Declarant hereby declares:

DECLARATION

1. Addition of Phase 2.

Under Section 2.2 of the Declaration, the Declarant hereby subjects Phase 2 of Grand Firs, legally described on Exhibit A to this First Amendment to the Declaration with the specific amendments described below. Phase 2 is comprised of 100 lots.

2. Common Areas.

The Common Areas in Phase 2 are:

TRACT C (WETLAND BUFFER);

Tract E (Park); Tract F (Private Storm Drainage); Tract G (community drainfield area); the 50-foot private road and utilities easement running through Phase 2 including portions on individual lots and portions within other tracts); Tract I (community drainfield area); Tract J (Park); and Tract M (open space). These tracts and easements, and all improvement on or within them, shall be Common Areas under the Declaration subject to the special provisions below.

3. Specific Provisions Regarding Drainfields.

a. Maintenance by Association. A portion of Tract G, and Tract I are set aside for community drainfields serving specific lots in Phase 2. Declarant or the Association Board may record a separate instrument identifying those lots which benefit by the community drainfield. The pump chamber, effluent lines and drainfields on these tracts, together with lines in the 50-foot road and utility easement carrying effluent to these tracts are collectively referred to as the "System". The System requires regular periodic maintenance and the Tacoma-Pierce County Health Department (TPCHD) requires that a reserve area be set aside for replacement of the drainfield portion of the System. The Association shall be responsible to maintain, repair and replace the System, shall keep in effect at all times a maintenance service contract with a company certified by the TPCHD, and shall pay all costs of maintaining, repairing and replacing the System. The maintenance shall be consistent with TPCHD regulations, using a consistent and standard method outlined by a field inspection checklist on file with the TPCHD or provided by the maintenance company. The Association shall maintain a valid operation permit with the TPCHD.

b. Maintenance by Owners. Owners benefiting by the System shall be responsible to maintain the improvements connecting their home to the System. If any Owner fails to maintain these improvements as required by TPCHD, the Association may do so at the Owner's expense under the provisions of Paragraph 7.3 of the Declaration.

c. Assessments. All costs associated with the maintenance, repair and replacement of the System shall be paid by OWNERS of Lots connected to the System as described above through a special Community System Assessment levied by the Association against those Lots, subject to the provisions of Section 6.1, 6.2, 6.4, 6.5, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13 and 6.14 of the Declaration except that:

- i. any expense necessary to maintain the System consistent with TPCHD regulations shall not require any vote by the Members; and
- ii. any voting by Member as to the System shall be limited to the Owners of those Lots who are obligated to pay for maintenance as described above.

4. Paragraph 3.5.

The provisions of Paragraph 3.5 of the Declaration shall apply to segments of 231st Street Court E. in Phase 2.

5. Successors and Assigns.

This First Amendment shall run with the title to the affected properties and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

6. Other Provisions.

All other provisions of the Declaration shall remain in effect. Terms used in this First Amendment shall have the same meaning as in the Declaration.

Executed this 31 day of October, 2006.

GRAND FIRS LLC, a Washington Limited Liability Company

By: Michael R. [Signature]

Its Managing Member

STATE OF WASHINGTON)

County of King) ss.

On this 31 day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael R. [Signature] to me known to be the Managing Member of GRAND FIRS LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written



(Type/Print Name above)

Notary Public in and for the State of Washington, residing at [Signature]

My appointment expires: 12/17/10

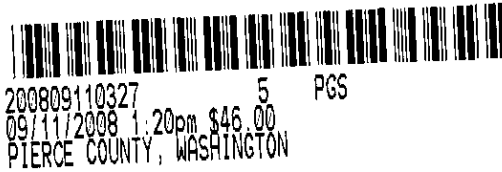
EXHIBIT A
LEGAL DESCRIPTION OF PHASE 2

A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, THENCE S 02°45'52" W ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1,125.35 FEET; THENCE N 88°17'47" W PARALLEL WITH AND 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1,278.18 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 01°34'41" E A DISTANCE OF 845.31 FEET; THENCE N 88°25'19" W PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 162.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 47.88 FEET; THENCE N 88°17'46" W A DISTANCE OF 187.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 377.00 FEET; THENCE N 88°17'46" W A DISTANCE OF 265.67 FEET; THENCE S 69°03'40" W A DISTANCE OF 46.57 FEET; THENCE N 15°28'30" W A DISTANCE OF 172.94 FEET; THENCE N 54°21'04" E A DISTANCE OF 164.12 FEET; THENCE N 39°33'01" E A DISTANCE OF 90.10 FEET; THENCE N 29°45'45" E A DISTANCE OF 89.86 FEET; THENCE N 14°59'11" E A DISTANCE OF 132.51 FEET; THENCE S 88°25'19" E PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 165.49 FEET; THENCE N 01°34'41" E A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE N 88°25'19" W ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1,099.14 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S 02°55'14" W ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 1,003.93 FEET; THENCE N 70°41'42" E A DISTANCE OF 215.13 FEET; THENCE S 77°26'43" E A DISTANCE OF 61.25 FEET; THENCE S 78°22'15" E A DISTANCE OF 38.92 FEET; THENCE S 70°10'23" E A DISTANCE OF 34.49 FEET; THENCE S 67°17'16" E A DISTANCE OF 105.12 FEET; THENCE S 11°41'51" E A DISTANCE OF 138.03 FEET; THENCE S 21°04'46" W A DISTANCE OF 97.56 FEET; THENCE S 49°53'59" W A DISTANCE OF 70.97 FEET; THENCE S 60°41'59" W A DISTANCE OF 24.00 FEET; THENCE S 37°37'44" W A DISTANCE OF 316.90 FEET; THENCE S 42°45'14" W A DISTANCE OF 66.71 FEET; THENCE S 40°55'47" W A DISTANCE OF 52.97 FEET; THENCE S 43°19'39" W A DISTANCE OF 86.99 FEET; THENCE S 76°42'28" W A DISTANCE OF 81.24 FEET; THENCE S 63°40'05" W A DISTANCE OF 90.47 FEET; THENCE N 86°18'44" W A DISTANCE OF 38.82 FEET; THENCE S 32°16'14" E A DISTANCE OF 10.71 FEET; THENCE S 25°52'54" W A DISTANCE OF 214.06 FEET; THENCE S 80°16'16" W A DISTANCE OF 80.58 FEET; THENCE S 07°34'05" E A DISTANCE OF 40.19 FEET; THENCE S 25°54'25" W A DISTANCE OF 100.38 FEET; THENCE S 29°05'04" W A DISTANCE OF 68.95 FEET; THENCE S 51°25'55" W A DISTANCE OF 35.87 FEET; THENCE S 25°21'20" W A DISTANCE OF 33.78 FEET; THENCE S 36°15'41" W A DISTANCE OF 42.76 FEET; THENCE S 28°02'34" W A DISTANCE OF 51.24 FEET; THENCE S 50°48'43" W A DISTANCE OF 38.07 FEET; THENCE S 30°56'23" W A DISTANCE OF 14.14 FEET; THENCE S 01°17'34" E A DISTANCE OF 68.78 FEET; THENCE S 87°02'32" E A DISTANCE OF 115.16 FEET; THENCE N 36°55'41" E A DISTANCE OF 673.65 FEET; THENCE S 53°04'19" E A DISTANCE OF 167.00 FEET; THENCE N 36°55'41" E A DISTANCE OF 12.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'09" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE 16.27 FEET; THENCE S 56°39'28" E A DISTANCE OF 140.00 FEET; TO A POINT ON A NON-TANGENT CURVE TO THE LEFT IN A NORTHWEST DIRECTION, HAVING A RADIAL BEARING WHICH BEARS S56°39'28"E FROM THE RADIUS POINT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°33'51" WITH A RADIUS OF 400.00 FEET FOR AN ARC DISTANCE OF 108.66 FEET; THENCE N17°48'41"E A DISTANCE OF 132.02 FEET; THENCE S N27°32'26"E A DISTANCE OF 48.99 FEET; THENCE N45°44'02"E A DISTANCE OF 62.10 FEET; THENCE S03°02'30"W A DISTANCE OF 350.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 146.00 FEET; THENCE S 03°02'30" W PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 490.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 95.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 03°02'30" E ALONG SAID EAST LINE A DISTANCE OF 1,216.22 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE N 47°18'44" E A DISTANCE OF 285.83 FEET TO A POINT 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE; THENCE S 88°17'47" E PARALLEL WITH AND 199.96 FEET NORTH OF SAID EAST/WEST OF SECTION LINE A DISTANCE OF 522.07 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 42.32 ACRES.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



Return Address

William T. Lynn
Gordon, Thomas, Honeywell, Malanca,
Peterson & Daheim, LLP
P.O. Box 1157
Tacoma, WA 98401-1157

Please print or type information.

Document Title(s) (or transactions contained therein):	
1.	Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs
2.	
3.	
Grantor(s) (Last name first, then first name and initials)	
1.	Grand Firs LLC, a Washington Limited Liability Company
2.	
3.	<input type="checkbox"/> Additional Names on Page _____ of Document.
Grantee(s) (Last name first, then first name and initials)	
1.	Grand Firs, Phase 3
2.	
3.	
4.	<input type="checkbox"/> Additional Names on Page _____ of Document.
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)	
Located in portions of the NE & SE quarters of the SW quarter, the NW, SW and SE quarters of the SE quarter and the SW quarter of the NE quarter of Section 17, Township 18 North, Range 4 East, W.M.	
Legal description on pgs 5 and 7 of Document. Grand Firs, Phase 3	
AFN <u>200809115009</u>	
Reference Number(s) of Documents Assigned or Released:	
200601105002 (plat phase 1), 200601101098 (initial declaration), 200704230173 (1st amendment to declaration)	
200704235001 (plat phase 2), <u>200809115009</u> (plat phase 3)	
<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document.	
Assessor's Property Tax Parcel/Account Number	
04-18-17-3-000, 041817-3-026, 041817-4-032 & 041817-4-008	
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Comment [V1]:

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRAND FIRS**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND FIRS is made on the 5th day of September, 2008, by Grand Firs LLC, a Washington limited liability company ("Declarant").

BACKGROUND

A. Declarant owns certain real property in Pierce County, Washington on which it is developing the residential community of "Grand Firs." Declarant has subjected portions of the community to the Declaration of Covenants, Conditions and Restrictions for Grand Firs, which was recorded with the Pierce County Auditor under file number 200601101098 and added additional property through the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs recorded under Pierce County Auditor under file number 200704230173 (jointly, the "Declaration").

B. Under Article II, Section 2.2 of the Declaration, the Declarant may subject portions of the overall Grand Firs development to additional covenants and easements. Declarant now desires to add Phase 3 to the Declaration.

C. Under Article II, Section 2.2 of the Declaration, the Declarant may also modify the use restrictions applicable to the property added.

In light of this background, the Declarant hereby declares:

DECLARATION

1. Addition of Phase 3.

Under Section 2.2 of the Declaration, the Declarant hereby subjects Phase 3 of Grand Firs, legally described on Exhibit A to this Second Amendment to the Declaration with the specific amendments described below. Phase 3 is comprised of 202 lots.

2. Common Areas.

The Common Areas in Phase 3 are:

Tracts K, L, O, R, S, T2, U, W, X and Y (all community drainfield and park areas); the 50-foot private road and utilities easement running through Phase 3 including portions on individual lots and portions within Tract V; Tract P (private storm and compensatory storage); Tract Q (private storm and park); and Tracts T1 and Z (both private storm). These tracts and easements, and all improvements on or within them, shall be Common Areas under the Declaration subject to the special provisions below.

Tract H has been retained by Grand Firs LLC for subsequent conveyance to either a non-profit conservation group or a governmental agency that will accept the tract. The purpose of the interim status is to provide additional time to consummate transactions conveying the tract to conservation groups or governmental agencies as described above. If the tract has not been conveyed to a governmental agency or conservation group as described above within three years from the date of final plat approval for Phase 3 of Grand Firs, title to the tract shall be deeded to the Grand Firs Homeowners Association, and Tract H will become a Common Area open space.

3. Specific Provisions Regarding Drainfields.

a. Maintenance by Association. Tracts K, L, O, R, S, T2, U, W, X and Y are set aside for community drainfields serving specific lots in Phase 3. Declarant or the Association Board may record a separate instrument identifying those lots which benefit by the community drainfield. The pump chamber, effluent lines and drainfields on these tracts, together with lines in the 50-foot road and utility easement carrying effluent to these tracts are collectively referred to as the "System". The System requires regular periodic maintenance and the Tacoma-Pierce County Health Department (TPCHD) requires that a reserve area be set aside for replacement of the drainfield portion of the System. The Association shall be responsible to maintain, repair and replace the System, shall keep in effect at all times a maintenance service contract with a company certified by the TPCHD, and shall pay all costs of maintaining, repairing and replacing the System. The maintenance shall be consistent with TPCHD regulations, using a consistent and standard method outlined by a field inspection checklist on file with the TPCHD or provided by the maintenance company. The Association shall maintain a valid operation permit with the TPCHD.

b. Maintenance by Owners. Owners benefiting by the System shall be responsible to maintain the improvements connecting their home to the System. If any Owner fails to maintain these improvements as required by TPCHD, the Association may do so at the Owner's expense under the provisions of Paragraph 7.3 of the Declaration.

c. Assessments. All costs associated with the maintenance, repair and replacement of the System shall be paid by Owners of Lots connected to the System as described above through a special Community System Assessment levied by the Association against those Lots, subject to the provisions of Sections 6.1, 6.2, 6.4, 6.5, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13 and 6.14 of the Declaration except that:

- i. any expense necessary to maintain the System consistent with TPCHD regulations shall not require any vote by the Members; and
- ii. any voting by Members as to the System shall be limited to the Owners of those Lots who are obligated to pay for maintenance as described above.

4. Paragraph 3.5.

The provisions of Paragraph 3.5 of The Declaration shall apply to segments of 236th Street Court E. and 79th Avenue E. in Phase 3.

5. Paragraph 3.6.

The fencing installed by Declarant within Tracts O, R, U, V and Y, as well as other fencing on Common Areas shall be maintained by the Association.

Fencing along the rear or side boundaries of Lots that abut the perimeter of the Plat of Grand Firs, Phase 3 shall be maintained by the Owner of the affected Lot.

6. Paragraph 10.1

The minimum square footage requirement set forth in Paragraph 10.1 of the Declaration shall be reduced to 1200 square feet for both one story and multi-story homes for Grand Firs, Phase 3, only.

7. Paragraph 10.12

The last sentence of Paragraph 10.12 shall not apply to Grand Firs, Phase 3. There shall be no requirement for authentic or simulated brick or stone on the front of any home within Phase 3.

8. Successors and Assigns.

This Second Amendment shall run with the title to the affected properties and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

9. Other Provisions.

All other provisions of the Declaration shall remain in effect. Terms used in this Second Amendment shall have the same meaning as in the Declaration.

Executed this 5 day of September, 2008.

GRAND FIRS LLC, a Washington Limited
Liability Company

By: 

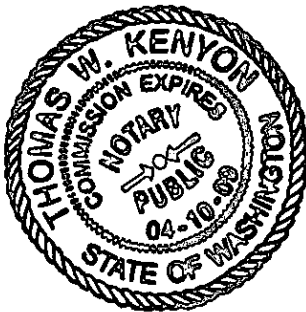
Michael Mastro

Its Managing Member

STATE OF WASHINGTON)
) ss.
 County of King)

On this 5 day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Mastro, to me known to be the Managing Member of GRAND FIRS LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Thomas W. Kenyon
 (Type/Print Name above)
 Notary Public in and for the State of Washington,
 residing at Seattle
 My appointment expires: _____

2 2009000

Fidelity National Title



200901080247 5 PGS
 01/08/2009 12:45pm \$46.00
 PIERCE COUNTY, WASHINGTON

Return Address

William T. Lynn
 Gordon, Thomas, Honeywell, Malanca,
 Peterson & Daheim, LLP
 P.O. Box 1157
 Tacoma, WA 98401-1157

Please print or type information.

Document Title(s) (or transactions contained therein):	
1.	Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs
2.	
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Grantor(s) (Last name first, then first name and initials)	
1.	Grand Firs LLC, a Washington Limited Liability Company
2.	
3.	<input type="checkbox"/> Additional Names on Page _____ of Document.
Grantee(s) (Last name first, then first name and initials)	
1.	Grand Firs, Phase 3
2.	
3.	
4.	<input type="checkbox"/> Additional Names on Page _____ of Document.
Legal Description (abbreviated: <i>i.e.</i> , lot, block, plat or section, township, range)	
Located in portions of the NE & SE quarters of the SW quarter, the NW, SW and SE quarters of the SE quarter and the SW quarter of the NE quarter of Section 17, Township 18 North, Range 4 East, W.M.	
Legal description on pgs 5 and 7 of Document. Grand Firs, Phase 3	
AFN _____	
Reference Number(s) of Documents Assigned or Released:	
200601105002 (plat phase 1), 200601101098 (initial declaration), 200704230173 (1st amendment to declaration)	
200704235001 (plat phase 2), _____ (plat phase 3)	
<input type="checkbox"/> Additional Reference Numbers on Page _____ of Document.	
Assessor's Property Tax Parcel/Account Number	
04-18-17-3-000, 041817-3-026, 041817-4-032 & 041817-4-008	
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Comment [V1]:

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRAND FIRS**

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND FIRS is made on the 5th day of September, 2008, by Grand Firs LLC, a Washington limited liability company ("Declarant").

BACKGROUND

A. Declarant owns certain real property in Pierce County, Washington on which it is developing the residential community of "Grand Firs." Declarant has subjected portions of the community to the Declaration of Covenants, Conditions and Restrictions for Grand Firs, which was recorded with the Pierce County Auditor under file number 200601101098 and added additional property through the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs recorded under Pierce County Auditor under file number 200704230173 (jointly, the "Declaration").

B. Under Article II, Section 2.2 of the Declaration, the Declarant may subject portions of the overall Grand Firs development to additional covenants and easements. Declarant now desires to add Phase 3 to the Declaration.

C. Under Article II, Section 2.2 of the Declaration, the Declarant may also modify the use restrictions applicable to the property added.

In light of this background, the Declarant hereby declares:

DECLARATION

1. Addition of Phase 3.

Under Section 2.2 of the Declaration, the Declarant hereby subjects Phase 3 of Grand Firs, legally described on Exhibit A to this Second Amendment to the Declaration with the specific amendments described below. Phase 3 is comprised of 202 lots.

2. Common Areas.

The Common Areas in Phase 3 are:

Tracts K, L, O, R, S, T2, U, W, X and Y (all community drainfield and park areas); the 50-foot private road and utilities easement running through Phase 3 including portions on individual lots and portions within Tract V; Tract P (private storm and compensatory storage); Tract Q (private storm and park); and Tracts T1 and Z (both private storm). These tracts and easements, and all improvements on or within them, shall be Common Areas under the Declaration subject to the special provisions below.

Tract H has been retained by Grand Firs LLC for subsequent conveyance to either a non-profit conservation group or a governmental agency that will accept the tract. The purpose of the interim status is to provide additional time to consummate transactions conveying the tract to conservation groups or governmental agencies as described above. If the tract has not been conveyed to a governmental agency or conservation group as described above within three years from the date of final plat approval for Phase 3 of Grand Firs, title to the tract shall be decided to the Grand Firs Homeowners Association, and Tract H will become a Common Area open space.

3. Specific Provisions Regarding Drainfields.

a. Maintenance by Association. Tracts K, L, O, R, S, T2, U, W, X and Y are set aside for community drainfields serving specific lots in Phase 3. Declarant or the Association Board may record a separate instrument identifying those lots which benefit by the community drainfield. The pump chamber, effluent lines and drainfields on these tracts, together with lines in the 50-foot road and utility easement carrying effluent to these tracts are collectively referred to as the "System". The System requires regular periodic maintenance and the Tacoma-Pierce County Health Department (TPCHD) requires that a reserve area be set aside for replacement of the drainfield portion of the System. The Association shall be responsible to maintain, repair and replace the System, shall keep in effect at all times a maintenance service contract with a company certified by the TPCHD, and shall pay all costs of maintaining, repairing and replacing the System. The maintenance shall be consistent with TPCHD regulations, using a consistent and standard method outlined by a field inspection checklist on file with the TPCHD or provided by the maintenance company. The Association shall maintain a valid operation permit with the TPCHD.

b. Maintenance by Owners. Owners benefiting by the System shall be responsible to maintain the improvements connecting their home to the System. If any Owner fails to maintain these improvements as required by TPCHD, the Association may do so at the Owner's expense under the provisions of Paragraph 7.3 of the Declaration.

c. Assessments. All costs associated with the maintenance, repair and replacement of the System shall be paid by Owners of Lots connected to the System as described above through a special Community System Assessment levied by the Association against those Lots, subject to the provisions of Sections 6.1, 6.2, 6.4, 6.5, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13 and 6.14 of the Declaration except that:

- i. any expense necessary to maintain the System consistent with TPCHD regulations shall not require any vote by the Members; and
- ii. any voting by Members as to the System shall be limited to the Owners of those Lots who are obligated to pay for maintenance as described above.

4. Paragraph 3.5.

The provisions of Paragraph 3.5 of The Declaration shall apply to segments of 236th Street Court E. and 79th Avenue E. in Phase 3.

5. Paragraph 3.6.

The fencing installed by Declarant within Tracts O, R, U, V and Y, as well as other fencing on Common Areas shall be maintained by the Association.

Fencing along the rear or side boundaries of Lots that abut the perimeter of the Plat of Grand Firs, Phase 3 shall be maintained by the Owner of the affected Lot.

6. Paragraph 10.1

The minimum square footage requirement set forth in Paragraph 10.1 of the Declaration shall be reduced to 1200 square feet for both one story and multi-story homes for Grand Firs, Phase 3, only.

7. Paragraph 10.12

The last sentence of Paragraph 10.12 shall not apply to Grand Firs, Phase 3. There shall be no requirement for authentic or simulated brick or stone on the front of any home within Phase 3.

8. Successors and Assigns.

This Second Amendment shall run with the title to the affected properties and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

9. Other Provisions.

All other provisions of the Declaration shall remain in effect. Terms used in this Second Amendment shall have the same meaning as in the Declaration.

Executed this 5 day of September, 2008.

GRAND FIRS LLC, a Washington Limited
Liability Company

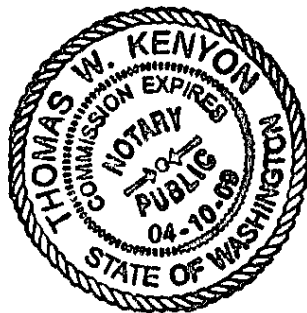
By: Michael Mastro
Michael Mastro
Its Managing Member

STATE OF WASHINGTON)
) ss.

County of King)

On this 5 day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Mastro, to me known to be the Managing Member of GRAND FIRS LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Thomas W. Kenyon
 (Type/Print Name above)
 Notary Public in and for the State of Washington,
 residing at Seattle
 My appointment expires: _____

W28-0383
STEWART TITLE



200908180153 12 PGS
08/18/2009 11:13am \$73.00
PIERCE COUNTY, WASHINGTON

After recording return to:
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101
Attn: Scott F. Campbell

Washington State Recorder's Cover Sheet (RCW 65.01)

Document Title(s):

Third Amendment to Declaration of Covenants, Conditions and Restrictions for Grand Firs

Reference Number(s) of Original Document(s):

Original Declaration	200601101098
First Amendment	200704230173
Second Amendment	200901080247
Plat Phase 1	200601105002
Plat Phase 2	200704235001
Plat Phase 3	200809115009

Grantors:

Grand Firs Owners Association, a Washington nonprofit corporation

Grantees:

Grand Firs, Phase 2

Abbreviated Legal Description(s):

Portion of SE and SW quarters of the NE ¼, and portion of NW ¼ of SE ¼, and the NE ¼ of SW ¼, Section 17, Township 18 N, Range 4 E, W.M.

Additional legal description on page Exhibit A of document

Assessor's Property Tax Parcel/Account Number(s):

0418171027; 0418173000; 0418173026; 0418174008; 0418174028; and 0418174032.

114934.0042/1723106.1

COURTESY RECORDING ONLY...
NO LIABILITY FOR VALIDITY AND/OR
ACCURACY BY STEWART
TITLE OF WASHINGTON

23

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GRAND FIRS**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND FIRS is made on the 14 day of July, 2009, by Grand Firs LLC, a Washington limited liability company ("Declarant").

BACKGROUND

A. This Third Amendment amends the Declaration of Covenants, Conditions and Restrictions for Grand Firs, as recorded under Pierce County Recording No. 200601101098, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs, as recorded under Pierce County Recording No. 200704230173, and by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Grand Firs, as recorded under Pierce County Recording No. 200901080247 (collectively, the "Declaration"), covering certain land situated in the State of Washington, County of Pierce, known as the Plat of Grand Firs Phases 1, 2 and 3, and legally described on attached Exhibit A (collectively, the "Subdivision").

B. The undersigned Owners are the holders of more than 75% of the voting power of the Members of the Grand Firs Owners Association, a Washington nonprofit corporation, and are authorized to execute this Third Amendment pursuant to Section 15.6 of the Declaration. All provisions of the Declaration, as amended by this Third Amendment, shall be binding upon all parties having any right, title or interest in the Subdivision, or any portion thereof, and shall inure to the benefit of each Owner thereof and to the benefit of the Grand Firs Owners Association, and shall otherwise in all respects be regarded as covenants running with the land.

NOW, THEREFORE, the Declaration is amended as follows:

AMENDMENT

1. Section 10.2. The minimum square footage requirement set forth in Section 10.2 of the Declaration shall be reduced to 1,200 square feet for both one-story and multi-story homes for Grand Firs Phases 2 and 3.

2. Section 10.12. The last sentence of Section 10.12 of the Declaration shall not apply to Grand Firs Phases 2 and 3. there shall be no requirement for authentic or simulated brick or stone on the front of any home within either Phase 2 or Phase 3.

3 Successors and Assigns. This Third Amendment shall run with the title to the affected properties and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.



4. Other Provisions. Except as expressly modified by this Third Amendment, the Declaration remains in full force and effect as previously executed, amended and recorded. Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein have hereunto set their hand(s) and seal(s) this 14th day of July, 2009.

GRAND FIRS LLC, a Washington limited liability company

By: _____
Its Managing Member

AFFORD-A-HOME, INC., a Washington corporation

By: 
Its: 

3 Successors and Assigns. This Third Amendment shall run with the title to the affected properties and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

4. Other Provisions. Except as expressly modified by this Third Amendment, the Declaration remains in full force and effect as previously executed, amended and recorded. Terms not otherwise defined herein shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein have hereunto set their hand(s) and seal(s) this 14th day of July, 2009.

GRAND FIRS LLC, a Washington limited liability company

By: 
Its Managing Member

AFFORD-A-HOME, INC., a Washington corporation

By: _____
Its: _____

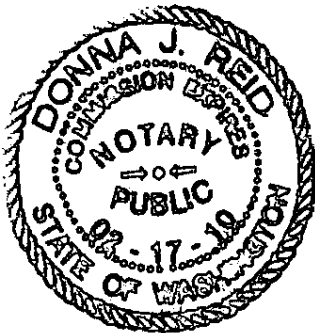
STATE OF WASHINGTON)

):ss.

COUNTY OF KING)

On this 14 day of July, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Michael S. Marshall to me known to be the Managing Member of Grand Firs LLC, a Washington limited liability company, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Donna J. Reid
 Print Name: _____

NOTARY PUBLIC for the State of Washington,
 residing at OUBURN

My appointment expires: 2/17/10

STATE OF WASHINGTON)

):ss.

COUNTY OF PIERCE)

On this 30th day of July, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Harold J. Janaszak, to me known to be the President of Afford-A-Home, Inc., a Washington corporation, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Cynthia A. Jenkins
 Print Name: Cynthia A. Jenkins

NOTARY PUBLIC for the State of Washington,
 residing at Bonney Lake

My appointment expires: 9-27-11

EXHIBIT A

LEGAL DESCRIPTION OF GRAND FIRS

PHASE ONE

A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE S 02°45'52" W ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1,125.35 FEET; THENCE N 88°17'47" W PARALLEL WITH AND 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1,278.15 FEET; THENCE N 01°34'41" E A DISTANCE OF 845.31 FEET; THENCE N 88°25'19" W PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 162.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 47.88 FEET, THENCE N 88°17'46" W A DISTANCE OF 167.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 377.00 FEET; THENCE N 88°17'46" W A DISTANCE OF 265.67 FEET; THENCE S 69°03'40" W A DISTANCE OF 46.57 FEET; THENCE N 15°28'30" W A DISTANCE OF 172.94 FEET; THENCE N 54°21'04" E A DISTANCE OF 164.12 FEET; THENCE N 39°33'01" E A DISTANCE OF 90.10 FEET; THENCE N 29°45'45" E A DISTANCE OF 89.86 FEET; THENCE N 14°59'11" E A DISTANCE OF 132.51 FEET; THENCE S 88°25'19" E PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 165.49 FEET; THENCE N 01°34'41" E A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S 88°25'19" E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1,565.11 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 38 ACRES MORE OR LESS PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

PHASE TWO

A PORTION OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, THENCE S 02°45'52" W ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1,125.35 FEET; THENCE N 88°17'47" W PARALLEL WITH AND 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1,278.18 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 01°34'41" E A DISTANCE OF 845.31 FEET; THENCE N 88°25'19" W PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 162.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 47.88 FEET; THENCE N 88°17'46" W A DISTANCE OF 167.00 FEET; THENCE S 01°34'41" W A DISTANCE OF 377.00 FEET; THENCE N 88°17'46" W A DISTANCE OF 265.67 FEET; THENCE S 69°03'40" W A DISTANCE OF 46.57 FEET; THENCE N 15°28'30" W A DISTANCE OF 172.94 FEET; THENCE N 54°21'04" E A DISTANCE OF 164.12 FEET; THENCE N 39°33'01" E A DISTANCE OF 90.10 FEET; THENCE N 29°45'45" E A DISTANCE OF 89.86 FEET; THENCE N 14°59'11" E A DISTANCE OF 132.51 FEET; THENCE S 88°25'19" E PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 165.49 FEET; THENCE N 01°34'41" E A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE N 88°25'19" W ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER A DISTANCE OF 1,099.14 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE S 02°55'14" W ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 1,003.93 FEET; THENCE N 70°41'42" E A DISTANCE OF 215.13 FEET; THENCE S 77°26'43" E A DISTANCE OF 61.25 FEET; THENCE S 78°22'15" E A DISTANCE OF 38.92 FEET; THENCE S 70°10'23" E A DISTANCE OF 34.49 FEET; THENCE S 67°17'16" E A DISTANCE OF 105.12 FEET; THENCE S 11°41'51" E A DISTANCE OF 138.03 FEET; THENCE S 21°04'46" W A DISTANCE OF 97.56 FEET; THENCE S 49°53'59" W A DISTANCE OF 70.97 FEET; THENCE S 60°41'59" W A DISTANCE OF 24.00 FEET; THENCE S 37°37'44" W A DISTANCE OF 316.90 FEET; THENCE S 42°45'14" W A DISTANCE OF 66.71 FEET; THENCE S 40°55'47" W A DISTANCE OF 52.97 FEET; THENCE S 43°19'39"

W A DISTANCE OF 86.99 FEET; THENCE S 76°42'26" W A DISTANCE OF 81.24 FEET; THENCE S 63°40'05" W A DISTANCE OF 90.47 FEET; THENCE N 86°18'44" W A DISTANCE OF 38.82 FEET; THENCE S 32°16'14" E A DISTANCE OF 10.71 FEET; THENCE S 25°52'54" W A DISTANCE OF 214.06 FEET; THENCE S 80°16'16" W A DISTANCE OF 80.58 FEET; THENCE S 07°34'05" E A DISTANCE OF 40.19 FEET; THENCE S 25°54'25" W A DISTANCE OF 100.38 FEET; THENCE S 29°05'04" W A DISTANCE OF 68.95 FEET; THENCE S 51°25'56" W A DISTANCE OF 35.87 FEET; THENCE S 25°21'21" W A DISTANCE OF 33.78 FEET; THENCE S 36°15'41" W A DISTANCE OF 42.76 FEET; THENCE S 28°02'34" W A DISTANCE OF 51.24 FEET; THENCE S 50°48'43" W A DISTANCE OF 38.07 FEET; THENCE S 30°56'23" W A DISTANCE OF 14.14 FEET; THENCE S 01°17'34" E A DISTANCE OF 68.78 FEET; THENCE S 87°02'32" E A DISTANCE OF 115.16 FEET; THENCE N 36°55'41" E A DISTANCE OF 673.65 FEET; THENCE S 53°04'19" E A DISTANCE OF 167.00 FEET; THENCE N 36°55'41" E A DISTANCE OF 12.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'09" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE 16.27 FEET; THENCE S 56°39'28" E A DISTANCE OF 140.00 FEET; THENCE N 32°16'39" E A DISTANCE OF 14.87 FEET; THENCE S 86°57'30" E A DISTANCE OF 130.23 FEET; THENCE S 03°02'30" W A DISTANCE OF 45.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 145.00 FEET; THENCE S 03°02'30" W PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 490.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 95.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 03°02'30" E ALONG SAID EAST LINE A DISTANCE OF 1,218.22 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE N 47° 18 '44" E A DISTANCE OF 285.83 FEET TO A POINT 199.96 FEET NORTH AS MEASURED AT RIGHT ANGLES FROM THE EAST/WEST CENTER OF SECTION LINE; THENCE S 88°17'47" E PARALLEL WITH AND 199.96 FEET NORTH OF SAID EAST/WEST OF SECTION LINE A DISTANCE OF 522.07 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 42.89 ACRES, MORE OR LESS PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS,

EXCEPT 86th AVENUE EAST - COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PHASE THREE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST, SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST QUARTER AND THE NORTHEAST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17; THENCE S 02°55'14" W ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 1,003.93 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 70°41'42" E A DISTANCE OF 215.13 FEET; THENCE S 77°26'43" E A DISTANCE OF 61.25 FEET; THENCE S 78°22'15" E A DISTANCE OF 38.92 FEET; THENCE S 70°10'23" E A DISTANCE OF 34.49 FEET; THENCE S 67°17'16" E A DISTANCE OF 105.12 FEET; THENCE S 11°41'35" E A DISTANCE OF 138.03 FEET; THENCE S 21°04'46" W A DISTANCE OF 97.56 FEET; THENCE S 49°53'59" W A DISTANCE OF 70.97 FEET; THENCE S 60°41'59" W A DISTANCE OF 24.00 FEET; THENCE S 37°37'44" W A DISTANCE OF 316.90 FEET; THENCE S 42°45'14" W A DISTANCE OF 66.71 FEET; THENCE S 40°55'47" W A DISTANCE OF 52.97 FEET; THENCE S 43°19'39" W A DISTANCE OF 86.99 FEET; THENCE S 76°42'26" W A DISTANCE OF 81.24 FEET; THENCE S 63°40'05" W A DISTANCE OF 90.47 FEET; THENCE N 86°18'44" W A DISTANCE OF 38.82 FEET; THENCE S 32°16'14" E A DISTANCE OF 10.71 FEET; THENCE S 25°52'54" W A DISTANCE OF 214.06 FEET; THENCE S 80°16'16" W A DISTANCE OF 80.58 FEET; THENCE S 07°34'05" E A DISTANCE OF 40.19 FEET; THENCE S 25°54'25" W A DISTANCE OF 100.38 FEET; THENCE S 29°05'04" W A DISTANCE OF 68.95 FEET; THENCE S 51°25'56" W A DISTANCE OF 35.87 FEET; THENCE S 25°21'21" W A DISTANCE OF 33.78 FEET; THENCE S 36°15'41" W A DISTANCE OF 42.76 FEET; THENCE S 28°02'34" W A DISTANCE OF 51.24 FEET; THENCE S 50°48'43" W A DISTANCE OF 38.07 FEET; THENCE S 30°56'23" W A DISTANCE OF 14.14 FEET; THENCE S 01°17'34" E A DISTANCE OF 68.78 FEET; THENCE S 87°02'32" E A DISTANCE OF 115.16 FEET; THENCE N 36°55'41" E A DISTANCE OF 673.65 FEET; THENCE S 53°04'19" E A DISTANCE OF 167.00 FEET; THENCE N 36°55'41" E A DISTANCE OF 12.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'09" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE 16.27 FEET; THENCE S 56°39'28" E A DISTANCE OF 140.00 FEET; THENCE N 32°16'39" E A DISTANCE OF 14.87 FEET; THENCE S 86°57'30" E A DISTANCE OF 130.23 FEET; THENCE S 03°02'30" W A DISTANCE OF 45.00 FEET; THENCE S

86°57'30" E A DISTANCE OF 145.00 FEET; THENCE S 03°02'30" W PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 490.00 FEET; THENCE S 86°57'30" E A DISTANCE OF 95.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 03°02'30" W ALONG SAID EAST LINE A DISTANCE OF 103.39 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE S 88°10'53" E ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,992.33 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S 03°24'13" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 331.45 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE N 88°09'12" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 1,326.81 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 03°09'45" W ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 330.75 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 88°07'27" W ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 662.70 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N 03°02'03" E ALONG THE EAST LINE OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 444.15 FEET; THENCE N 86°50'51" W A DISTANCE OF 412.63 FEET; THENCE N 03°02'30" E A DISTANCE OF 30.00 FEET; THENCE N 86°50'51" W A DISTANCE OF 140.00 FEET; THENCE S 03°02'30" W A DISTANCE OF 5.75 FEET; THENCE N 86°57'30" W A DISTANCE OF 329.32 FEET; THENCE S 62°10'44" W A DISTANCE OF 63.19 FEET; THENCE N 28°43'53" W A DISTANCE OF 164.48 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING WHICH BEARS S 48°04'42" E FROM THE RADIUS POINT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°37'18" WITH A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE OF 11.90 FEET; THENCE N 53°04'20" W A DISTANCE OF 167.50 FEET; THENCE S 41°33'29" W A DISTANCE OF 146.44 FEET; THENCE S 34°45'30" W A DISTANCE OF 83.25 FEET; THENCE N 08°45'34" E A DISTANCE OF 128.93 FEET; THENCE N 43°35'15" E A DISTANCE OF 42.04 FEET; THENCE N 00° 15'42"

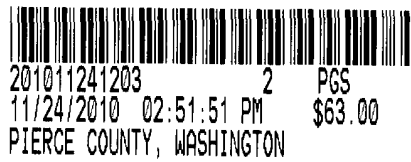
E A DISTANCE OF 56.43 FEET; THENCE N 62°04' E A DISTANCE OF 49.91 FEET; THENCE N 13°05'13" E A DISTANCE OF 88.74 FEET; THENCE; N 87°02'32" W A DISTANCE OF 776.24 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE N 02°57'28" E ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER A DISTANCE OF 470.17 FEET; THENCE S 88°21'21" E A DISTANCE OF 150.00 FEET; THENCE N 36°47'29" E A DISTANCE OF 808.02 FEET TO A POINT ON THE EAST/WEST CENTER OF SECTION LINE; THENCE S 88°17'46" E ALONG SAID EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 720.31 FEET TO THE CENTER OF SECTION 17; THENCE N 02°55'14" E ALONG THE NORTH/SOUTH CENTER OF SECTION LINE A DISTANCE OF 315.64 FEET TO THE TRUE POINT OF BEGINNING AND TERMINUS POINT OF THIS DESCRIPTION.

CONTAINING 67.22 ACRES, MORE OR LESS, PRIOR TO EXCEPTING COUNTY ROADS.

EXCEPT COUNTY ROADS.

EXCEPT 86th AVENUE EAST - COUNTY ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



After Recording Return to:
Bryce H. Dille
of Campbell, Dille, Barnett, Smith & Wiley, PLLC
317 South Meridian
Puyallup, WA 98371

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR GRAND FIRS

Grantor: Grand Firs Homeowners Association

Grantee: Grand First

Recording Numbers of Document Amended: 200601101098

Legal Description (abbreviated): Portion of SE and SW quarters of the NE 1/4, and portion of the NW 1/4 of SE 1/4 and the NE 1/4 of SW 1/4, Section 17, Township 18 North, Range 4 East, W.M. Assessor's Tax Parcel No.: 0418171027, 0418173000, 0418173026, 0418174008, 0418174028, and 0418174032

Pursuant to the amendment provisions contained in the Declaration of Protective Covenants, Conditions and Restrictions for Grand Firs recorded on January 10, 2006, under Pierce County Auditor's Recording No. 200601101098, (the "Declaration"), as amended by First Amendment recorded on April 23, 2007, under Pierce County Auditor's Recording No. 200704230173, as amended by Second Amendment recorded on January 8, 2009, under Pierce County Auditor's Recording No. 200901080247, as amended by Third Amendment recorded on August 18, 2009, under Pierce County Auditor's Recording No. 200908180153, the undersigned, having received 75% of the voting power of the members of Grand Firs Homeowners Association, a Washington non-profit corporation, pursuant to Section 15.6 of the Declaration, hereby amends certain provisions of said Declaration as follows:

1. The following sections (subsections) are hereby amended to provide that wherever the word "Declarant" appears there shall be substituted the words "the Association":

- A. Background Sections 1, 2 and 3;
- B. Declaration Section; and

C. Sections 1.9, 1.19, 1.21, 1.22, 2.2, 2.3, 3.5, 3.6, 4.2a,b, 5.1, 5.2, 5.4, 6.6, 7.3.2, 7.4, 7.5, 7.6, 7.7, 8.1, 9.2a,b,c, 10.4, 10.6, 10.17, 15.2, 15.3, 15.7, 15.8a,b,c,d,e,f,g,h,i,j.

2. All remaining provisions of the Declaration, as amended, shall remain in full force and effect, except as expressly modified and amended herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 18th day of November, 2010.

Grand Firs Homeowners Association

By: [Signature]

Mark Jones, President

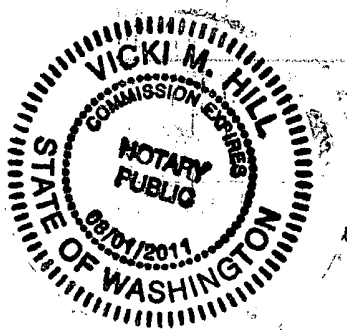
STATE OF WASHINGTON)

)§

COUNTY OF PIERCE)

On this 18 day of November, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Jones, to me known to be the President of Grand Firs Homeowners Association, a Washington non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

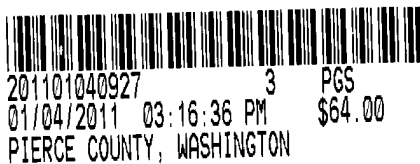


Printed Name: VICKI M. HILL

NOTARY PUBLIC in and for the State of

Washington, residing at Ruyallup

My commission expires: 08-01-2011



After Recording Return to:
Bryce H. Dille
of Campbell, Dille, Barnett, Smith & Wiley, PLLC
317 South Meridian
Puyallup, WA 98371

FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR GRAND FIRS

Grantor: Grand Firs Homeowners Association
Grantee: Grand Firs
Recording Numbers of Document Amended: 200601101098
Legal Description (abbreviated): Lots 1 though 97 and 108 through 110 in Phase I of Grand Firs recorded under Pierce County Auditor's Recording No. 200601105002, Lots 98 though 107, 111 through 187 and 212 through 224 in Phase II of Grand Firs recorded under Pierce County Auditor's Recording No. 200704235001, and Lots 188 through 211 and 225 though 402 in Phase III of Grand Firs recorded under Pierce County Auditor's Recording No. 200809115009
Assessor's Tax Parcel No.:

Pursuant to the amendment provisions contained in the Declaration of Protective Covenants, Conditions and Restrictions for Grand Firs recorded on January 10, 2006, under Pierce County Auditor's Recording No. 200601101098, (the "Declaration"), as amended by First Amendment recorded on April 23, 2007, under Pierce County Auditor's Recording No. 200704230173, as amended by Second Amendment recorded on January 8, 2009, under Pierce County Auditor's Recording No. 200901080247, as amended by Third Amendment recorded on August 18, 2009, under Pierce County Auditor's Recording No. 200908180153, as amended by Fourth Amendment recorded on November 24, 2010, under Pierce County Auditor's Recording No. 201011241203, the undersigned, having received 75% of the written approval of the voting power of the members of Grand Firs Homeowners Association, a Washington non-profit corporation, pursuant to Section 15.6 of the Declaration, and the names of the lot owners and members who have executed their approval of their amendment are identified and attached hereto and the originals of their signatures are on file in the offices of the association, hereby amends certain provisions of said Declaration for all lots and all phases, as follows:

1. Article 6.6 be amended to provide the quorum requirement shall modified to read 34%.
2. Article 6.8 be amended to provide the meeting notice time be reduced from 30 to 60 days to 14 to 60 days.
3. Article 10 be amended to add a new section which states as follows: **Banning of BB Guns**: No member, guest, invitee, tenant, or any other person shall have in their possession and/or to use a BB gun or similar instrument in any of the association common areas.
4. Article 10.12 be amended to delete "vinyl lap" from the list of permitted siding.
5. All the remaining terms and provisions of the afore mentioned Declaration, as amended, shall remain in full force and effect, except as expressly modified and amended herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 29th day of December, 2010.

Grand Firs Homeowners Association

By: [Signature]
Mark Jones, President

STATE OF WASHINGTON)
)§
COUNTY OF PIERCE)

On this 29 day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Jones, to me known to be the President of Grand Firs Homeowners Association, a Washington non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Printed Name: VICKI M HILL
NOTARY PUBLIC in and for the State of
Washington, residing at Kuyallup
My commission expires: 08-01-2011

The following are the lot owners who are identified by address and/or lot number, the number of lots owned by each member, who have provided written approval to the foregoing amendment.

Grand Firs Voting Results 12/9/10									
Lot #	# of Lots	Owner	Address	Budget	Quorum	Notice	BBGun	Siding	Speed bump
1	1	Darin Sale	8202 228th	Yes	Yes	Yes	Yes	Yes	No
2	1	Joel Lutterloh	8208 228th	Yes	Yes	No	Yes	Yes	No
3	1	Patrick Craig	8214 228th	Yes	Yes	Yes	Yes	Yes	Yes
7	1	Lowers	8318 228th	Yes	Yes	Yes	Yes	Yes	No
18	1	Wendy Williams	8405 229th	Yes	Yes	Yes	Yes	Yes	Yes
20	1	James Ehnborn	8307 229th	Yes	No	No	Yes	Yes	Yes
22	1	Lee Zarella	8215 229th	Yes	Yes	No	Yes	Yes	No
27	1	Chris & Mandy Johnson	8216 229th	Yes	Yes	Yes	Yes	Yes	Yes
32	1	Tim Valencia	8504 229th	Yes	Yes	Yes	Yes	Yes	No
35	1	Tim & Tricia Garber	8517 230th	Yes	No	No	Yes	Yes	Yes
36	1	Cynthia Davis	8511 230th	Yes	No	No	Yes	Yes	Yes
39	1	Scott & Jill Mokos	8407 230th	Yes	Yes	Yes	Yes	Yes	Yes
40	1	Shawn & Crystal Green		No	No	No	Yes	No	
41	1	Jennifer & Juan Ornelas	8315 230th	Yes	No	Yes	Yes	Yes	Yes
44	1	Joseph & Diana Velez	8217 230th	No	Yes	Yes	Yes	Yes	No
45	1	Jay & Amy McIsaac	8211 230th	Yes	No	No	Yes	Yes	No
47	1	Mike Kamalian	8206 230th	No	Yes	Yes	Yes	Yes	No
49	1	James Cordeiro	8218 230th	No	No	Yes	Yes	Yes	No
54	1	Johnny & Michelle Spencer	8408 230th	Yes	Yes	Yes	Yes	Yes	Yes
55	1	Steven & Sharon May	8414 230th	Yes	Yes	Yes	Yes	Yes	No
57	1	Darren Overcash	8512 230th	Yes	Yes	Yes	Yes	Yes	Yes
65	1	Vicki Doubek	22903 85th	Yes	No	No	Yes	Yes	Yes
68	1	Dawn James	22813 85th	Yes	Yes	Yes	No	Yes	No
81	1	Mark Horvill	8219 228th	Yes	Yes	Yes	Yes	Yes	No
86	1	Natalie McLeod	8115 228th	Yes	Yes	Yes	Yes	Yes	Yes
87	1	Earl & Ann Makinster	22802 82nd	Yes	Yes	Yes	Yes	Yes	No
88	1	Dave Sunich	22806 82nd	Yes	Yes	Yes	Yes	Yes	No
89	1	Michael & Daphne Hart	22812 82nd	Yes	Yes	Yes	No	Yes	Yes
90	1	Paige Cox	22904 82nd	Yes	Yes	Yes	Yes	Yes	Yes
91	1	Jeff & Ann Packer	22906 82nd	Yes	Yes	No	No	Yes	No
92	1	Terrence Weaver	22910 82nd	Yes	Yes	Yes	Yes	Yes	No
108	1	Danile Nachampassak	22803 81st	No	Yes	Yes	Yes	Yes	No
131	1	Rob Ihrig	22916 78th	Yes	Yes	Yes	Yes	Yes	Yes
135	1	Erik & Elizabeth Walden	23022 78th	Yes	Yes	Yes	Yes	Yes	No
192	1	Sharri Wolfe	23415 79th	Yes	Yes	Yes	Yes	Yes	Yes
218	1	Alexander & Laura Weeks	23112 79th	Yes	Yes	Yes	Yes	Yes	Yes
233	1	Justin & Melissa King	23402 79th	Yes	Yes	Yes	Yes	No	No
	183	WA Trust		Yes	Yes	Yes	Yes	Yes	
	14	Freestone		Yes	Yes	Yes	Yes	Yes	
	93	WA Federal		Yes	Yes	Yes	Yes	Yes	
Owner Yes:				32	29	28	34	35	17
Owner No's:				5	8	9	3	2	19
Bank/Build				290 Yes	290 Yes	290 Yes	290 Yes	290 Yes	
Required #:				270	302	302	302	302	
Total Yes:				322	319	318	324	325	
				All Amendments Approved					
				Budget approved					