



Home Owners Association Covenants

March 8, 2007

GENERAL NOTES

1. INSTRUMENTATION FOR THIS SURVEY WAS A 1 MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.
2. FRONT LOT CORNERS ARE REFERENCED BY A ½" REBAR WITH PLASTIC CAP SET ON THE SIDE LOT LINES AT A TWENTY FOOT OFFSET FROM THE FRONT LOT CORNERS AND REFERENCED BY A BRASS TACK AND WASHER SET IN A LEAD PLUG IN THE TOP OF THE CURB. THE TACK IS SET ON AN EXTENSION OF THE LOT LINE FOR LINE PURPOSES ONLY. A ½" REBAR W/ PLASTIC CAP IS SET AT BACK LOT CORNERS.
3. STORMWATER RUNOFF FROM DRIVEWAYS ON ALL LOTS SHALL DRAIN TO TRACT 'F' THROUGH THE PRIMARY STORM DRAINAGE FACILITIES. LOTS 40 THRU 45 AND 61 THRU 65 WERE PROVIDED WITH STORM PIPE STUBOUTS TO COLLECT STORM RUN OFF FROM THE DRIVEWAYS ONLY.
4. STORMWATER DRAINAGE FROM EACH ROOF SHALL BE INFILTRATED ON ITS RESPECTIVE LOT PER THE APPROVED PLANS ON FILE AT THE CITY OF TUMWATER EXCEPT LOTS 10 THRU 24 WHICH MAY DRAIN TO TRACT 'F' THROUGH THE PRIMARY STORM DRAINAGE FACILITY.
5. STORM DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR RIDGE AT CLEARWATER AS REFERENCED IN THE MAINTENANCE AGREEMENT ATTACHED TO THE COVENANTS. THE OVERFLOW STORM PIPE AND MANHOLES/CATCH BASINS LOCATED IN THE OFF-SITE STORMWATER EASEMENT AND IN THE HENDERSON BOULEVARD RIGHT-OF-WAY ARE ALSO THE HOWEOWNER'S ASSOCIATION RESPONSIBILITY.
6. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER AND HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
7. OPEN SPACE TRACTS "A", "B", "H", AND "I", AS WELL AS THE STORM DRAINAGE FACILITY LOCATED IN TRACT "F" SHALL BE OWNED AND MAINTAINED IN COMMON FOR THE BENEFIT OF ALL LOT OWNERS. ALL LOTS HAVE AN UNDIVIDED INTEREST IN THE OWNERSHIP AND MAINTENANCE OF OPEN SPACE AREAS. THE OWNERSHIP INTEREST IN EACH OPEN SPACE TRACT SHALL BE STATED IN THE DEED TO EACH LOT.
8. TRACT "C" IS TO BE OWNED IN COMMON BY LOTS 31 AND 32. LOTS 31 AND 32 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAY IN SAID TRACT. TRACT "C" IS ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT (SEE EASEMENT PROVISIONS).

9. TRACT "D" IS TO BE OWNED IN COMMON BY LOTS 37 AND 38. LOTS 37 AND 38 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAY IN SAID TRACT. TRACT "D" IS ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT (SEE EASEMENT PROVISIONS).

10. TRACT "E" IS TO BE OWNED IN COMMON BY LOTS 49 AND 50. LOTS 49 AND 50 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAY IN SAID TRACT. TRACT "E" IS ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT (SEE EASEMENT PROVISIONS).

11. TRACT "G" SHALL BE CONVEYED BY DECLARANT TO FREDERICK F. SHELLHART AND EDNA R. SHELLHART ("SHELLHART"), OWNERS OF REAL PROPERTY ADJACENT TO AND ABUTTING THE WESTERLY BOUNDARY OF THE PLAT.

LEGALLY DESCRIBED AS:

THAT PART OF THE WEST 285 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY OF RIGHT OF WAY OF OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY AND SOUTH OF A LINE DRAWN EAST FROM A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 370 FEET NORTH OF THE CENTERLINE OF SAID RAILROAD RIGHT OF WAY: EXCEPT COUNTY ROAD KNOWN AS HENDERSON BOULEVARD ALONG THE WEST BOUNDARY AND PARCEL "B" OF BOUNDARY LINE ADJUSTMENT NO BLA-1662 AS RECORDED ON MARCH 28, 1995 UNDER AUDITOR'S ALE (AUDITOR LOCAL EVALUATION) NO.9503280035. FOR THE PURPOSE OF PROVIDING THE SHELLHART PROPERTY WITH ACCESS AND UTILITIES, SUCH CONVEYANCE SHALL BE SUBJECT TO THE FOLLOWING RESTRICTION: THIS CONVEYANCE IS SUBJECT TO THE RESTRICTION THAT GRANTEE SHALL UTILIZE TRACT "G" FOR UTILITIES AND ACCESS PURPOSES FOR A MAXIMUM OF FOUR SINGLE FAMILY RESIDENCES LOCATED ON THE SHELLHART PROPERTY. THIS RESTRICTION SHALL BE FOR THE BENEFIT OF THE RIDGE AT CLEARWATER HOWEOWNER'S ASSOCIATION (THE "ASSOCIATION") AND SHALL BE ENFORCEABLE BY THE ASSOCIATION.

12. A COMMUNITY FACILITIES DISTRICT (THE "DISTRICT") IS HEREBY FORMED FOR THE PURPOSE OF PROVIDING THE CITY OF TUMWATER THE OPPORTUNITY FOR MAINTENANCE OF FACILITIES ("COMMON FACILITIES") WHICH ARE LOCATED ON TRACTS "A", "B", "H" AND "I" (THE "COMMON AREAS") IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS ASSOCIATION (THE "ASSOCIATION") TO MAINTAIN THE COMMON FACILITIES. THE DISTRICT SHALL INCLUDE ALL OF THE REAL PROPERTY INCLUDED WITHIN THE PLAT. THE CITY MAY UNDERTAKE RESPONSIBILITIES ASSOCIATED WITH THE MAINTENANCE OF THE COMMON FACILITIES AND BILL THE OWNERS FOR ALL COSTS OF SUCH MAINTENANCE. RESPONSIBILITIES FOR ALL COSTS SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS LOCATED WITHIN THE DISTRICT. THE CITY ALSO HAS THE RIGHT TO ASSUME OWNERSHIP OF THE COMMON AREA IF IT IS DEEMED BY THE CITY TO BE IN THE PUBLIC'S BEST INTEREST TO DO SO.

13. ALL PERMANENT ROADS ARE TO BE PAVED AND ACCEPTED BY THE ENGINEERING DIVISION OF THE CITY OF TUMWATER DEVELOPMENT SERVICES DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS ON ANY LOTS WITHIN THIS PLAT.

14. ALL WATER MAINS AND FIRE HYDRANTS MUST BE INSTALLED AND APPROVED BY THE TUMWATER PUBLIC WORKS DEPARTMENT AND TESTED BY THE TUMWATER FIRE DEPARTMENT ESTABLISHING APPLICABLE FIRE FLOW REQUIREMENTS HAVE BEEN MET PRIOR TO ISSUANCE OF BUILDING PERMITS ON ANY LOTS WITHIN THIS PLAT.

15. NO FOUNDATION EXCAVATION WILL BE PERFORMED UNTIL BUILDING PERMITS ARE ISSUED AND POSTED ON SITE.

16. NOTES 13, 1-4 AND 15 APPLY TO MODEL HOME SITES AS WELL.

17. NO STRUCTURES (EXCEPT DRIVEWAYS WHERE ALLOWED) OR FENCES WILL BE ALLOWED TO BE BUILT ON THE SEWER EASEMENTS SHOWN ON DETAIL "A" AND "B" ON THIS SHEET OR THE WATERMAIN EASEMENT ON LOTS 4 AND 5 OR THE TWO FOOT SIDEWALK EASEMENT ACROSS LOTS 3 THRU 7 ADJACENT TO 53rd AVENUE.

Recorded at Request of and

After Recording Return to:
Doug Birch
Pacific Properties
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

DECLARATION OF RESTRICTIVE COVENANTS

FOR RIDGE AT CLEARWATER

Reference numbers of related documents: None

Grantor(s): The Ridge at Clearwater, Inc.

Grantee(s): The Public; the Plat for Ridge at Clearwater

Legal Description: The SE 1/4 of the SW 1/4 of Section 36, Township 18 North, Range 2 West

Assessor's Property Tax Parcel/Account(s): 12836340200

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR RIDGE AT CLEARWATER, which contains easements (the "Declaration") is made by The Ridge at Clearwater Inc., a Washington corporation ("Declarant") as of this 21st day of February, 1997.

RECITALS

Declarant is the owner of certain real property (the "Property") in Thurston County, Washington, legally described on Exhibit A hereto.

The Property is subdivided as shown in the Plat for Ridge at Clearwater recorded in Auditor File Number 3075409 records of Thurston County, Washington (the "Plat").

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of the Plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, *conditions*, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined

In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean Ridge at Clearwater Homeowners Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, open space and native growth protection areas shown on the Plat which will be conveyed by Declarant to the

Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas shall include Tracts A, B, F, H and I.

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.5 "Declarant" shall mean The Ridge at Clearwater, Inc., or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of Thurston County.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Ridge at Clearwater, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.

1.1.8 "Lot" shall mean any legally platted plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas.

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

1.1.12 "Participating Builder" shall mean a Person who acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners.

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.14 "Plat" shall mean the recorded plat of Ridge at Clearwater and any amendments, corrections or addenda thereto subsequently recorded.

1.1.15 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run or the like.

1.1.17 "Transition Date" shall be as defined in Section 4.10.

Section 1.2 Form of Words

The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Exhibits. The following are exhibits to this Declaration:

Exhibit A - Legal Description of the Property

Exhibit B - Residential Agreement to Maintain Stormwater Facilities and Implement a Pollution Control Plan (the "Maintenance Agreement")

Exhibit C - Fence Detail

ARTICLE 2. COMMON AREAS AND EASEMENTS.

Section 2.1 Conveyance to Association

Declarant hereby covenants to convey the Common Areas to the Association at recording of the Plat and

filing of the Articles of Incorporation of the Association.

Section 2.2 Use

Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas

The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 2.4 Alteration of Common Areas

Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Easements for Utilities.

Declarant hereby creates and reserves a 10 foot easement along all front property lines and across Tracts C, D, E and G, for the benefit of Puget Sound Power and Light Company, U.S. West Communications, Washington Natural Gas, cable television franchise, the City of Tumwater and their respective successors and assigns and such other similar public or private utility and drainage users as may be authorized by the Board, all for installation, repair, replacement and operation of the utility services provided by such entities. No structures, except for fences, shall be constructed on any area reserved for this easement. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to designate those additional private utilities that shall be entitled to utilize the easement area reserved in this Section 2.5.

Section 2.6 Storm Drainage System

Stormwater runoff from driveways on all Lots shall drain to Tract F through the primary storm drainage facilities. Lots 40 thru 45 and 61 thru 65 were provided with storm pipe stubouts to collect storm run off from the driveways only. Stormwater drainage from each roof shall be infiltrated on its respective Lot per the approved plans on file at the City of Tumwater except lots 10 thru 24 which may drain to Tract F through the primary storm drainage facilities. Storm drainage facilities shall be maintained by the Association in accordance with the provisions of the Maintenance Agreement. All Lots shall be subject to assessments for such purposes. The overflow storm pipe and manholes/catch basins located in the offsite stormwater easement and in the Henderson Boulevard right-of-way are also the Homeowner's Association responsibility.

Section 2.7 Tract C

The Owners of Lots 31 and 32 shall each have an undivided one-half interest in Tract C, as tenants in common. The Owners of Lots 31 and 32 shall each be responsible for one-half of the costs of maintaining or replacing the roadway located in Tract C. Neither Owner shall obstruct the roadway or in any manner prevent the other Owner from utilizing the roadway for ingress and egress purposes.

Section 2.8 Tract D

The Owners of Lots 37 and 38 shall each have an undivided one-half interest in Tract D, as tenants in common. The Owners of Lots 37 and 38 shall each be responsible for one-half of the costs of maintaining and replacing the roadway located in Tract D. Neither Owner shall obstruct the roadway or in any manner prevent the other Owner from utilizing the roadway for ingress and egress purposes.

Section 2.9 Tract E.

The Owners of Lots 49 and 50 shall each have an undivided one-half interest in Tract E, as tenants in common. The Owners of Lots 49 and 50 shall each be responsible for one-half of the costs of maintaining and replacing the roadway located in Tract E. Neither Owner shall obstruct the roadway or in any manner prevent the other Owner from utilizing the roadway for ingress and egress purposes.

Section 2.10 Tract G

Declarant shall convey Tract G to Frederick F. Shellhart and Edna R. Shellhart ("Shellhart"), the owners of property located adjacent to the Plat, which is legally described as that part of the West 285 feet of the Southeast Quarter of the Southwest Quarter of Section 36, Township 18 North, Range 2 West, (the "Shellhart Property") for purposes of providing driveway access and utilities to the Shellhart Property. The conveyance shall be subject to the limitation that Shellhart and their successors and assigns shall utilize Tract G for utilities and access purposes for a maximum of four single-family residences located on the Shellhart Property.

The restriction shall be for the benefit of the Plat and the Association and shall be enforceable by the Association. After the conveyance, Shellhart shall be responsible for all maintenance, repair and replacement of any roadway, utilities (except the sanitary sewer main), or structures located in, on or under Tract G and any liability arising from use of Tract G by Shellhart, its agents, invitees or employees and successors and assigns.

Section 2.11 Formation of Community Facilities District

A community facilities district (the "District") is hereby formed for the purpose of providing the City of Tumwater the opportunity for maintenance of facilities ("Common Facilities") which are located on Tracts A, B, H and I (the "Common Area") in the event of the failure of the Homeowners Association (the "Association") to maintain the Common Facilities. The District shall include all of the real property included within the Plat. The City may undertake responsibilities associated with maintenance of the Common Facilities and bill the Owners for all costs of such maintenance. Responsibility for all costs shall be binding on all present and future Owners located within the District. The City also has the right to assume ownership of the Common Area if it is deemed by the City to be in the public's best interest to do so.

Section 2.12 Conditions for Grant of Easements

The easements granted in Section 2.5 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance

One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either

- (i) the terms and conditions of this Declaration or
- (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans

3.2.1 Construction

No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee.

3.2.1A The Architectural Committee shall be apprised of two Board members and three association members as determined by the Board. Decisions by the Architectural Committee may be appealed to the board by written notification with-in 30 days of the Architectural Committees decision.

The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Highlighted area needs definition of what the Architectural Control Committee.

3.2.2 Submission.

At least 45 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications

and site plans are individually and collectively referred to herein as the "Plans").

3.2.3 Approval.

The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3.3 through 3.5, if no suit challenging any construction has been commenced within six months after its completion, Board approval will not be required and the related Covenants shall be deemed to have been fully complied with.

Section 3.3 Size and Height.

3.3.1 Floor Area

The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (i) 1200 square feet for a dwelling containing a single level; and (ii) 1500 square feet for a dwelling containing two levels.

3.3.2 Lot Size

No Lot or portion of a Lot in this Plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this Plat shall be less than the area required for the use district in which the Lot is located.

3.3.3 Local Codes

All buildings or Structures shall be constructed in accordance with the City of Tumwater and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

Section 3.4 Appearance

Unless otherwise approved by the Board, the following design/construction requirements shall apply.

3.4.1 Roofing with a 25-year life.

The roof shall be a composition roof.

3.41A Solar panels may be installed on the rear side of the roof, to be as nonvisible from the street as possible, with approval under Sections 3.1 and 3.2 of the covenants.

~~3.4.1 Roofing with a 25-year life.~~

~~The roof shall be a composition roof.~~

Effective April 3, 2009, covenant article 3.4.2 shall read:

3.4.2 Siding - Revised - RCHA Vote - 090402

All siding material other than masonry or stucco shall be wood siding stained with those colors commonly known as earth tones. Effective January 28, 2007 all base trim and garage doors must be painted white. Base trim may be painted a compatible earth tone with the approval of the RAC Architectural committee.

~~3.4.2 Siding - Revised - RCWA Mtg 070128~~

~~All siding material other than masonry or stucco shall be wood siding stained with those colors commonly known as earth tones. Effective January 28, 2007 all base trim and garage doors must be painted white.~~

~~3.4.2 Siding~~

~~All siding material other than masonry or stucco shall be wood siding stained with those colors commonly known as earth tones.~~

3.4.3 Entry Walks, Porches and Decks

All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of cedar or pressure-treated materials.

3.4.4 Driveways

All driveways shall be constructed of exposed aggregate concrete paving.

Section 3.5 Use Restrictions.

3.5.1 Residential Use

The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Plat shall be considered a residential use until houses have been built and sold on all Lots.

3.5.2 Maintenance of Buildings and Lots

Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

3.5.3 Completion of Construction

Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

3.5.4 Parking - Revised RCHA meeting 070128

No commercial-type trucks, campers, trailers, motorhomes, water recreational vehicles, boats, ~~or~~ motorcycles or other personal recreation vehicles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked ~~overnight~~ for a period in excess of 48 hours on any street or driveway adjoining any Lot; any such vehicles must be removed from the neighborhood for a period continuous of at least 48 hours; provided that such vehicles belonging to

guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours unless special exemption has been approved by the board. Failure to abide by the above regulations may result in a fine of \$25.00 per diem after written notification has been attempted.

3.5.4 Parking

~~No commercial type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right of way for more than 72 hours.~~

3.5.5 Signs

No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.5.6 Animals

No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All animal enclosures must be kept in a clean neat and odor-free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and relations pertaining to animals.

3.5.7 Temporary Structures

No Structure of a temporary character, trailer, tent, shack, garage, barn, or outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.5.8 Clothes Lines

No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.5.9 Radio and Television Aerials and Satellite Dishes

No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devises shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways. All aerial and satellite dish installations must receive prior written approval from the Board.

3.5.10 Trash Containers and Debris

All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. . No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.5.11 Offensive Activity

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than two children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.5.12 Underground Utilities

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to electric or telephone utility facilities.

3.5.13 Water Supply/Sewage Disposal

No individual water supply system or individual sewage system shall be permitted on any Lot.

3.5.14 Damage

Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

3.5.15 Window Coverings.

Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.5.16 Wood Piles.

No wood piles shall be located within the front yard setback or otherwise in a location visible from the street.

3.5.17 Fences

All fences shall conform to the fence detail shown on Exhibit C unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

ARTICLE 4. RIDGE AT CLEARWATER HOMEOWNERS ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of Ridge at Clearwater Homeowners Association, a Washington nonprofit corporation to be formed by Declarant. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration, and the Association's Articles of Incorporation and Bylaws.

Section 4.2 Board of Directors.

The affairs of the Association shall be governed by a Board of Directors (the "Board"). The initial Board shall be as described in the Articles of Incorporation of Homeowners Association and shall serve until the Transition Date. Except, however, so long as Declarant owns any Lot within the Plat, the initial Board shall continue to function in its capacity as the Architectural Control Committee, as more particularly set forth in Article 3. At such time as the last Lot owned by Declarant is sold to a retail purchaser, the duties of the Board set forth in Article 3, in its capacity as the Architectural Control Committee, shall be assumed by the Board elected to serve after the Transition Date. After the Transition Date, the Board shall consist of such numbers of members as provided for in the Articles of Incorporation and Bylaws of the Association. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed as Directors pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Directors or their successors shall end, and (ii) the initial Directors and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, excepting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership

Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Association. The persons constituting an Owner shall be entitled to one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association and this Declaration except as hereinafter limited and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.4 Transfer of Membership.

The Association membership of each person constituting an Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and, except as specifically permitted herein, shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the persons constituting the new Owner.

Section 4.5 Number of Votes.

The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. Each Owner of a Lot or Lots (including Declarant) shall be entitled to one vote for each Lot owned.

Section 4.6 Voting.

If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting

representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which, the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot. shall be the group composed of all of its Owners.

Section 4.7 Pledged Votes.

An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.8 Annual and Special Meetings.

Within the period commencing 30 days before the Transition Date and ending 30 days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.9 Books and Records.

The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

~~Section 4.10 Transition Date.~~

~~The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association. At Declarant's option, the Transition Date will be either: (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election~~

~~any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred title to purchasers title to all Lots in the Property. For purposes of the foregoing clause (ii) transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant.~~

ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director or mailed to the following address:

Board of Directors
Ridge at Clearwater Homeowners Association
1715 53rd Loop SE
Tumwater, Washington 98501

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Thurston County, Washington which (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address.

ARTICLE 6. AUTHORITY OF THE BOARD.

Section 6.1 Adoption of Rules and Regulations

The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc

The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services

The Board shall acquire and pay for as common expenses of the Association all goods and services

reasonably necessary or convenient for the efficient and orderly functioning of the Association and maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Areas

The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association, including but not limited to spending such funds and taking such action as is necessary to carry out the provisions of Section 6.5 hereof.

Section 6.5 Maintenance of Stormwater Facilities The Board shall cause the Association to comply with the requirements of the Maintenance Agreement, which is attached hereto as Exhibit B, and shall include all of the costs associated with such compliance as part of the assessments provided in

ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 7.1 Fiscal Year; Preparation of Budget

The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 7.2 Certificate of Unpaid Assessments

Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Initial Contribution, Annual Assessments

Each Lot Owner, at the time of purchase of his/her lot, shall make a start-up contribution to the

Association in the amount of \$300 (which shall supplement annual assessments to reimburse Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period) . The initial annual assessment (which is in addition to the start-up fee) shall not be in excess of \$300 per year and shall be prorated for any partial year at the time of purchase of the lot. Commencing on the first January 1 following the Transition Date, and continuing each year thereafter, the annual assessment shall not be increased by more than 15% without the approval of a majority of the members voting at a meeting duly called for such purpose. Notwithstanding the provisions set forth above, the Declarant shall not be liable for any fees or assessments assessed or due prior to the Transition Date.

Section 7.4 Special Assessments; 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, reconstruction, repair or replacement of the Improvements upon the Common Area or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of the members voting at a meeting duly called for such purpose.

ARTICLE 8 LIEN AND COLLECTION OF ASSESSMENTS

Section 8.1 Assessments Are A Lien:Priority.

All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed

The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 8.3 Assessments are Personal Obligations

In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys fees in the event of delinquency, shall be the

joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessment

The Board may from time to time establish late charges and a rate of interest to be charged 'on assessments delinquent for a period of more than 10 days after the date when due. In the' absence of another established, non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Remedies Cumulative

The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.6 No Avoidance of Assessments

No Owner may avoid by or escape liability for assessments provided for herein abandoning by his or her Lot.

ARTICLE 9 FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10 LIMITATION OF LIABILITY

So long as a Director, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

ARTICLE 11 INDEMNIFICATION

Each Director, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or which such person may become involved, by reason of holding, or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification

shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 12 INSURANCE

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's Directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.

ARTICLE 14 AMENDMENTS OF DECLARATION

After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of an amendment changing the voting power or portion of assessments appurtenant to each Lot. All other amendments shall be adopted if approved by at least 67% of all Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of Snohomish County, Washington.

ARTICLE 15 ANNEXATION AND SUBDIVISION

Residential property may be annexed or added to the Property by Declarant recording a Declaration of Annexation at any time prior to the Transition Date. After the Transition Date, residential property other than Common Areas may be annexed or added to the Property only with the consent of 67% of the Lot Owners. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 16 DURATION

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of 15 years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17 RESERVATION or DECLARANT'S RIGHT TO AMEND

Section 17.1 Amendment by Declarant

Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Plat.

Section 17.2 Authorization to Amend

If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration

Declarant's rights under this Article 17 shall exist until the last Lot owned by Declarant or a Participating Builder is sold to a retail purchaser.

ARTICLE 18 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of anyone provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19 EFFECTIVE DATE

This Declaration shall be effective upon recording.

ARTICLE 20 ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration.

DATED as of the date first written above.

DECLARANT :

THE RIDGE AT CLEARWATER, INC

A Washington corporation

BY _____

(Printed Name

Its: _____

SUBDIVISION GUARANTEE
SCHEDULE A

Guarantee no. : 48-1026-030-00087

Liability: \$1,000.00

Dated: FEBRUARY 13, 1997 AT 8:00 A.M.

Our no. : T-87710-BJ

Fee: \$108.00

Name of assured: PROJECTS NORTHWEST AND VILLAGE HOMES

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTIONS.

Title to said real property is vested in:

SEE ATTACHED EXHIBIT "A" FOR VESTING.

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

SEE ATTACHED EXHIBIT "A" FOR ADDITIONAL EXCEPTIONS.

SUBDIVISION GUARANTEE

EXHIBIT "A"

LEGAL DESCRIPTION:

IN THE COUNTY OF THURSTON, STATE OF WASHINGTON PARCEL NO. A

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DELINEATED AS PARCEL NO.1 OF SHORT SUBDIVISION NO. 55-1249 AS RECORDED AUGUST 23, 1979 UNDER AUDITOR'S FILE NO.1 088302 AND AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 6, 1979 UNDER AUDITOR'S FILE NO.1 089719.

PARCEL NO. B

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DELINEATED AS PARCEL NO. A OF BOUNDARY LINE ADJUSTMENT NO. BLA-7347 AS RECORDED JULY 17, 1996 UNDER AUDITOR'S FILE NO. 3041271 AND 3041272.

PARCEL NO. C

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DELINEATED AS PARCEL NO. B OF BOUNDARY LINE ADJUSTMENT NO. BLA-7347 AS RECORDED JULY 17, 1996 UNDER AUDITOR'S FILE NO. 3041271 AND 3041272.

VESTING:

VILLAGE HOMES, INC.,

A WASHINGTON CORPORATION

AS TO PARCEL NO. A AND B AND PROJECTS NORTHWEST PLANNING & ENGINEERING, INC.,

A WASHINGTON CORPORATION

D/B/A PROJECTS NORTHWEST, INC.,

AS TO PARCEL NO. C.

ADDITIONAL EXCEPTIONS:

4. GENERAL TAXES FOR 1997 IN THE AMOUNT OF \$1,755.24 WHICH CANNOT BE PAID UNTIL FEBRUARY 15, 1997.

TAX PARCEL NO. 12836340200.

AFFECTS PARCEL NO. A.

GENERAL TAXES FOR 1997 IN THE AMOUNT OF \$192.28 WHICH CANNOT BE PAID UNTIL FEBRUARY 15, 1997.

TAX PARCEL NO.1 2836340201.

AFFECTS PARCEL NO. C.

GENERAL TAXES FOR 1997 IN THE AMOUNT OF \$1,410.52 WHICH CANNOT BE PAID UNTIL FEBRUARY 15, 1997.

TAX PARCEL NO. 12836340203.

AFFECTS PARCEL NO. B.

5. DEED OF TRUST DATED JULY 19, '96 AS EXECUTED BY VILLAGE HOMES, INC., A WASHINGTON CORPORATION AS GRANTOR, PIONEER TITLE AS TRUSTEE AND U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION AS BENEFICIARY TO SECURE \$702,000.00 AND ANY OTHER AMOUNTS PAYABLE AS RECORDED AUGUST 1, 1996 UNDER AUDITOR'S FILE NO. 3044344.

AFFECTS PARCEL NO. A AND B.

NOTE: SAID DEED OF TRUST MODIFIED BY INSTRUMENT RECORDED SEPTEMBER'O, '96 UNDER AUDITOR'S FILE NO. 3051028.

6. WATERMAIN LATECOMERS AGREEMENT BETWEEN THE CITY OF TUMWATER AND STRATFORD ENTERPRISES FOR REIMBURSEMENT OF CONSTRUCTION OF A WATERMAIN AND HOOKUP TO THE CITY OF TUMWATER'S WATER SYSTEM AS CONTAINED IN INSTRUMENT RECORDED AUGUST 6, '992 UNDER AUDITOR'S FILE NO. 9208060141.

7. EASEMENT FOR INGRESS AND EGRESS AND RELATED RIGHTS OVER A PRESENTLY EXISTING ROAD APPROXIMATELY 10 FEET IN WIDTH AS GRANTED TO FREDERICK F. SHELLHART AND EDNA R. SHELLHART, HUSBAND AND WIFE BY INSTRUMENT RECORDED SEPTEMBER' 3, 1972 UNDER AUDITOR'S FILE NO. 874353.

AFFECTS PARCEL NO. B.

8. TERMS AND CONDITIONS OF AGREEMENT BETWEEN PROJECTS N.W., INC., A D FREDERICK F. SHELLHART AND EDNA R. SHELLHART, HIS WIFE AS RECORDED AUGUST 1, 1996 UNDER AUDITOR'S FILE NO. 3044341.

AFFECTS PARCEL NO.2.

9. TERMS AND CONDITIONS OF AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTIONS SOURCE CONTROL PLAN BETWEEN RIDGE @ CLEARWATER AND THE CITY OF TUMWATER AS CONTAINED IN INSTRUMENT RECORDED JANUARY 27, 1997 UNDER AUDITOR'S FILE NO. 3071921.

10. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION DATED AUGUST 22, 1979 AND RECORDED AUGUST 23, 1979 UNDER AUDITOR'S FILE NO.1 088302.
AFFECTS: SHORT PLAT NO. 5S-'249.

11. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN . DECLARATION DATED (NONE SHOWN) AND RECORDED JULY 17, 1996 UNDER AUDITOR'S FILE NO. 3041271.
AFFECTS: BOUNDARY LINE ADJUSTMENT NO. BLA-7374.
12. COVENANTS CONCERNING CONSTRUCTION, MAINTENANCE, OPERATION AND RELATED RIGHTS OF SEPTIC TANKS, DRAINFIELDS, ETC., WITHIN A 100 FOOT RADIUS OF WELL SITE AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 14, 1981 UNDER AUDITOR'S FILE NO. 8112140096. AFFECTS PARCEL NO. C.
13. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY SAID GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY.
AUDITOR'S FILE NO.: 45875.
14. EASEMENT FOR THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES AS GRANTED TO THURSTON COUNTY BY INSTRUMENT RECORDED OCTOBER 10, 1991 UNDER AUDITOR'S FILE NO. 9110100160.
AFFECTS PARCEL 2 ALONG 53RD AVENUE SE.

END OF EXHIBIT" A"

PIONEER TITLE COMPANY OF THURSTON COUNTY

William L. Jones

AMENDMENT TO ARTICLE 4 (4.10) DECLARATION OF RESTRICTIVE COVENANTS THE RIDGE AT
CLEARWATER

September 18, 1998