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PIERCE COUNTY, WASHINGTON

Return Address

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

PST-127326 FOR
THE ESTATES OF BRADLEY PARK

Grantor: GGT, LLC, a Washington limited liability company

Grantee: The Estates of Bradley Park Home Owner's Association, a Washington
non-profit corporation

Abbreviated Legal Description: Portion of NE ¼ and SE ¼ of NW ¼ of Sec. 3,
Twp. 19N, Rng. 4E, W.M.

Full legal description attached as Exhibit A. *pg. 2*

Assessor's Property Tax Parcel/Account Number: 602346-001-0
THRU 602346-057-0

- 1 -

EXCISE TAX EXEMPT DATE 6-6-01
Pierce County

By *TC* Auth. Sig

45 mi!

**DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION
OF EASEMENTS**

FOR

THE ESTATES OF BRADLEY PARK

This Declaration of Covenants, Conditions, Restrictions and Reservation of Easements is made on this July day of June, 201, by GGT, LLC, a Washington limited liability company, ("Declarant") as owner of the Property described below.

PREAMBLE

A. Declarant is the owner of certain real property located in the City of Puyallup, County of Pierce, State of Washington, described in Exhibit A attached hereto and by this reference incorporated herein' (the "Property"). Declarant is developing the **residential** community of 'The Estates of Bradley Park" on the Property in accordance with the Plat of Puyallup Downs Division **3**, recorded under Pierce County Auditor's File No. 200011225006.

B. Declarant plans to develop, own and convey the Property subject to the covenants, conditions, restrictions and easements as hereinafter set forth and as set forth in the deed of Lots from Declarant to Owners of Lots in the Property.

C. Declarant has deemed it desirable, for the efficient preservation of the values of the Improvements in **and** upon the Property and for the maintenance and preservation of the Common Areas to create a not for profit corporation under Revised Code of Washington Chapter 24.03 (herein called the "Association*?) to which **shall** be assigned the powers, responsibilities and duties of maintaining and **administering** the Common Areas and enforcing the covenants, conditions and restrictions herein contained, and collecting and disbursing the assessments and charges **hereinafter** created.

D. Declarant hereby declares that all of the Property shall be held, leased, occupied, sold and conveyed subject to the following covenants, conditions, restrictions and reservations of easements, all and each of which are for the purpose of enhancing and perfecting the value, desirability, **and attractiveness** of the Property, in furtherance of a general plan for the protection of the Property. All, and each of these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes upon the Property. The covenants, conditions, **restrictions**, reservations, easements and equitable servitudes set forth herein shall run with the Property, and every portion thereof, shall be binding on all parties having or acquiring any right, title or interest in the Property, and every portion thereof, and their successors and assigns, shall inure to the benefit of every portion of the Property and any interest therein, shall inure to the benefit of each Owner, and his successors and assigns, and may be enforced by the Owners, the Association and Declarant in accordance with the terms hereof.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration and in any amendment hereto shall have the following meanings unless otherwise expressly provided herein or therein:

1.01. "Articles" shall mean the Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Washington, as such Articles may be amended from time to time,

1.02. "Association" shall mean the Estates of Bradley Park Home Owners Association, a Washington non-profit corporation, its successors and assigns.

1.03. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

1.04. "Bylaws" shall mean the Bylaws of the Association, as adopted by the Board initially, as such Bylaws may be amended from time to time.

1.05. "Capital Improvement Assessment" shall mean a charge against each Owner and that Owner's Lot, representing a portion of the cost to the Association for installation, construction, repair or replacement of a capital improvement upon the Common Areas, which the Association may from time to time authorize in accordance with Section 3.06 of this Declaration.

1.06. "Close of Escrow" shall mean the date on which a deed conveying a lot in the Property is recorded.

1.07. "Committee" or "Development Committee" shall mean the Development Committee formed pursuant to Article VIII of this Declaration.

1.08. "Common Areas" shall mean all real property and improvements: (a) owned or leased by the Association; (b) in which the Association has an easement for access or maintenance (excepting easements for maintaining Lots) for the use, enjoyment, and benefit of the Members; or (c) in which the Members of the Association have an undivided interest. The Common Areas may be improved by certain common facilities and, if and when improved, shall include such common facilities. The Common Areas shall include without limitation (where applicable, if and when improved) common greens and open space areas, including improvements thereon, signs, recreational, picnic and athletic facilities, pedestrian and hiking paths and trails, bicycle paths, irrigation systems located in public right of ways, drainage and stormwater detention areas and sewer, water, storm drainage and other utility systems located on or in the Common Areas, private alleyways, and trees located along 7th Street South East.

1.09. "Common Assessments" shall mean the annual charge against each Owner's **Lot** and payable by that Owner, representing that Owner's proportionate **share** of the Common Expenses **incurred** in operating the Association and owning, maintaining, operating, improving, repairing, replacing and managing the Common Areas.

1.10. "Common Expenses" shall mean all expenses incurred by the Association, including, but not limited to, the following: (a) expenses of administration, **maintenance**, operation, repair or replacement of the **Common** Areas or any Improvements thereon, including reasonable **compensation** to employees of the Association, (b) premiums or **deductibles** for all insurance policies and bonds required or **permitted** by this Declaration, (c) all real property and other taxes and assessments on the Common Areas, (d) **utility** and **service** charges, (e) funding of reserves for anticipated **operational shortfalls** or for replacement of capital items, (f) funding of reserves for the replacement of the **Common** Areas and any improvements and **community** facilities therein, and start-up expenses and operating contingencies of a **nonrecurring, nature**, (g) expenses payable under section 3.07, (h) **legal** fees and costs, (i) recoupment of unpaid assessments against a foreclosed Lot, (j) fees for **architectural** services provided to the Committee, (k) **expenses** of administration, maintenance, operation, repair or replacement of landscaping **performed** by the Association or the Association's agent on the Owners' Lots, and (l) any other expenses **determined** from time to time as reasonably **necessary** by the Board.

1.11. "Declarant" shall mean **GGT, LLC**, their successors and any **Person** to which they have assigned, in whole or in part, any of their rights **hereunder** by an express written assignment.

1.12. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Estates of Bradley Park, as it may be amended from time to time as provided herein.

1.13. "Improvement" shall mean **all** structures and appurtenances thereto of every kind, whether above or below the land surface, including but not limited to, buildings, **garages**, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, swimming pools, sports courts, fences, walls, decks, stairs, poles, landscaping vegetation, irrigation systems, signs, exterior fixtures, **playfields** and appurtenant facilities, play structures, picnic structures and any other structure of any kind.

1.14. "Institutional Lender" shall mean one or more commercial or **savings** banks, savings and loan associations, **trust** companies, credit unions, industrial loan associations, **insurance** companies, pension **funds** or business trusts, including, but not limited to **real estate investments** trusts; any other lender regularly **engaged** in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a **lender**, or any private or governmental institution which has **insured** the loan of such a lender, including Federal Mortgage Agencies, or any combination of any the **foregoing** entities.

1 . 1 "Lot" shall mean each separate parcel of the Property which is not **Common Areas** nor dedicated to the public.

1 . 1 "Member" shall mean every person or entity who or which holds a membership in the Association, **as** provided in Section 2.04 hereof.

1.17. "Mortgage" - "Mortgagee" - "Mortgagor" A mortgage shall **mean** any recorded mortgage or deed of **trust** on a Lot. Reference in this Declaration to a Mortgagee shall be deemed to **include** the beneficiary of a deed of trust. Reference to a Mortgagor shall be deemed to include the **trustor** or **grantor** of a deed of trust.

1.18. "Occupant" shall **mean** a lessee or licensee of an Owner or any other person or entity, **other** than an Owner, in lawful possession of a Lot, or a portion of a Lot, with the **permission** of the Owner.

1.19. "Owner" shall mean the Person, including **Declarant**, holding fee simple title of record to any Lot, including **purchasers** under executory contracts of sale. "Ownership" shall **mean** the status of being an Owner.

1.20. "Person" shall mean a natural individual, corporation or any other entity with the legal right to hold title to real property.

1.21. "Property" shall **mean** all of the real property described in Exhibit A to this Declaration.

1.22. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for repair or replacement of any portion of the damaged or lost Improvements in the Common Areas, as **provided** for in this Declaration.

1.23. "Record" - "File" shall mean, with respect to any document, the recordation thereof, and with **respect** to any **map**, the filing thereof, in the official Records of Pierce County, State of Washington.

1.24. "Signs" shall mean any structure, device or **contrivance**, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or **other** advertising of any kind **whatsoever** is used placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

1.25. "Special Assessment" shall mean a charge against a particular Owner and his Lot, **directly** attributable to, or reimbursable by, said Owner for corrective action performed pursuant to the provisions of this Declaration, plus interest and other charges thereon, as provided for in this Declaration. **Special Assessments** shall also include, if applicable, a charge of the Master Association against a particular Owner's Lot, **which** charge is directly attributable to, or reimbursable by that Owner.

1.26. "Street" shall mean any public or private street or alley, drive-way lane, place or other thoroughfare either as shown on any recorded survey or plat of the Property, however designated, or as so used as a part of the Common Areas.

1.27. "Turnover Date" shall mean the earlier of (i) December 31, 2010 or (ii) the date the last of the Lots has been conveyed by Declarant to an Owner; provided, however, that Declarant may accelerate the Turnover Date by recording a written notice transferring all of Declarant's rights and obligations to the Association and the Members thereof. In any event, on the Turnover Date, all of the rights and obligations of the Declarant shall pass to the Association and the Members thereof.

ARTICLE II THE ASSOCIATION

2.01. Formation. The Association has been, or will be, incorporated under the name of The Estates of Bradley Park, as a non-profit corporation under Revised Code of Washington, Chapter 24.03.

2.02. Board of Directors. The Association shall be managed by a Board of Directors, elected or appointed in accordance with this Declaration, the Articles of Incorporation, and Bylaws of the Association. Notwithstanding the foregoing, the Declarant shall have the right to appoint all members of the Board of Directors until the Turnover Date.

2.03. Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice, and without cause upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year and shall 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.

2.04. Duties and Powers of Association. The duties and powers of the Association are those set forth in its Articles of Incorporation and Bylaws, together with its general and implied powers as a not for profit corporation, generally to do any and all things that corporation organized under the laws of the State of Washington may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles, its Bylaws, and in this Declaration, and in the Master Declaration. Specifically, but not by way of limitation, the Association shall effectuate the purposes of this Declaration, including but not limited to: (i) adopting and enforcing rules and regulations; (ii) adopting an operating and capital budget; (iii) controlling and administering the Association's funds including the levy, collection, and disbursement of assessments; and (iv) administering and enforcing this Declaration. Subject to any dedications or other provisions of this

Declaration, the Association shall **have** the authority and obligation to establish, manage, repair, and administer the Common Areas. Subject to the approval of any applicable governmental agency and to the approval of the Committee, the Association may at any time, and from time to time construct, reconstruct, improve, replace or restore any Improvement or portion thereof upon the Common Areas, and the Association **may** construct, reconstruct, **improve** and replace destroyed trees or other vegetation and plant **trees**, shrubs, ground cover and landscaping upon the **Common** Areas. The Association may **employ personnel** necessary for the effective operation and maintenance of the **Common** Areas, including the **employment** of legal and accounting services.

2.05. **Priorities and Inconsistencies.** In **the** event of conflicts or **inconsistencies** between this Declaration and either the Articles of Incorporation or the Bylaws of the Association, the terms and provisions of **this** Declaration **shall** prevail.

2.06. **Membership.** An Owner of a Lot shall automatically be a member of "The Estates of Bradley Park Homeowner's Association" (i.e., the Association) and shall remain a member of the Association until such **time** as ownership ceases for any reason, at which **time** membership in the Association shall automatically cease. Membership shall be appurtenant to and may not be separated from ownership of each Lot. The Owners covenant and agree that the **administration** of the Property shall be in accordance with the provisions of this Declaration, the Articles of Incorporation of **the** Association, and the Bylaws of the Association. Except as may otherwise be provided herein, the rights, duties, privileges and obligations of all **members** of **the** Association **shall** be as set forth in this Declaration, the Articles and Bylaws of the Association as may from time to time be adopted.

2.07. **Transfer.** Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon **the** sale or **encumbrance** of such Owner's Lot and then only to the purchaser or Mortgagee of such interest in such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

2.08. **Voting Rights.** The right to vote may not be severed or separated from any Lot, and any sale, transfer or conveyance of said Property interest to a new Owner or Owners shall operate to transfer the appurtenant vote without the requirement of any expressed reference thereto.

2.08.01. **Classes of Membership.** The Association shall **have** two (2) classes of membership: **Class A** and **Class B**, as follows:

(a) **Class A.** Class A Membership shall consist of all **Owners**, other than Declarant. Each Class A Member **shall** be entitled to (i) one (1) **vote** for each Lot owned.

(b) **Class B.** Class B Membership shall consist of the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. Class B membership **shall terminate** and be converted to Class A Membership on the Turnover Date.

2.09. Rules and Regulations. The Board shall have the power to adopt from time to time and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not unreasonably differentiate among Owners. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

ARTICLE III ASSESSMENTS

3.01. Creation of the Lien and Personal Obligations of Assessments. Except as set forth in 3.03 each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association all Common Assessments, Special Assessments, and Capital Improvements Assessments (collectively, "Assessments"). All Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien against the Lot against which each such assessment is made and shall also be a separate, distinct and personal obligations of the Owner at the time the Assessments fall due, and shall bind his heirs, successors in interest, devisees, personal representatives and assigns. This personal obligations of the Owner for the Assessments cannot be fulfilled or satisfied by an offer to waive use of the Common Areas.

3.02. Purpose of Assessments. The Assessments levied by the Board on behalf of the Association shall be used to promote the health, safety, welfare and general benefit of the Owners and their guests and for the operation, replacement, improvement and maintenance of the Common Area and for reserves established therefor.

3.02.01. Common Assessments must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration, as it may be amended from time to time. Disbursements by the Association shall be made by the Board for such purposes as may be necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners. Nothing in this Declaration shall be construed in such a way as to limit the right of the Board to use any Common Assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Property.

3.03. Determination of Common Assessments. The Board, by a majority vote, shall authorize and levy the amount of the annual Common Assessment upon each Owner and the interest of such Owner in a Lot, as provided herein. The initial Common Assessment shall commence on the first day of each calendar month following the completion by Declarant of the initial improvements to the Common Areas. Assessments under this Declaration (other

than Special Assessments) shall be borne by the Owners of Lots within the Property on a pro-rata basis. If the estimate of total charges for the current year is or becomes insufficient to meet all Common Expenses for any reason, the Board shall immediately determine the approximate amount of such insufficiency. The Board shall have the authority to levy at any time by a majority vote of the Board, a supplemental Common Assessment reflecting a revision of the total charges to be assessed against each Member and the interest of such Member in a Lot.

3.04. Reserve Fund. As a Common Expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, major repairs to any sidewalks or pathways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of that Owner's Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

3.05. Collection of Common Assessments. From and after the first day of the year following the completion of Improvements upon the Common Areas by Declarant and the conveyance of the Common Areas to the Association, the Board shall fix and collect from each Owner on an annual basis his pro-rata share of the Common Assessments. Common Assessments for fractions of any period involved shall be prorated. At the end of each fiscal year of the Association, the Board may determine that all excess assessment funds may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments. In any voluntary or involuntary conveyance of a Lot, the new Owner ("Purchaser") shall be jointly and severally liable with the previous Owner ("Seller") for all unpaid Assessments and charges levied by the Board of Directors against the Seller's Lot up to the date of the close of escrow for the conveyance. The Purchaser shall be entitled to a statement from the Board of Directors or the managing agent of the Association, as the case may be, setting forth the amount of the unpaid Assessments and charges against the Seller due the Association as of the date the Association received the request by such Purchaser, provided, however, that the Purchaser shall be personally liable for any and all installments of Assessments and charges becoming due after close of escrow for the conveyance. Notwithstanding the foregoing, any Institutional Mortgagee for value who obtains title to a Lot or to such Improvements by foreclosure or deed-in-lieu of foreclosure shall not be liable for unpaid Assessments or charges against the

mortgaged Lot ~~which~~ accrue prior to the time such Institutional Mortgagee acquired title to that Lot or such Improvements.

3.06. Capital Improvement Assessments. If the Board determines the need for a capital improvement or replacement expenditure, the cost of ~~which~~ is in excess of Fifty Thousand Dollars (\$50,000), then a vote of at least a majority of the voting power of the Class A Membership of the Association shall be required to approve and render effective a Capital Improvement Assessment levied by the Board of Directors to cover the cost of such expenditure, provided, however, no such vote shall be required while there is Class B Membership.

3.07. Governmental Substitution. If a Governmental entity accepts or assumes responsibility for any portion of the Common Areas, and assesses the Association for operational and maintenance charges associated with such Common Areas, then the Association shall have the right to include such charges as ~~part~~ of the Common Expenses.

ARTICLE IV NONPAYMENT OF ASSESSMENTS

4.01. Delinquency. Any installment of an Assessment provided for in this Declaration shall be delinquent, if it is not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within ten (10) days after its due date, the Board may, at its election, require the delinquent Owner to pay a "late charge" in a sum to be determined by the Board, together with interest on such delinquent sums at a rate to be determined by the Board, but not to exceed the maximum rate permitted by law, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board shall mail a notice to the Owner and to any Mortgagee of such Owner. The notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which date such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year and the recording of a lien against the Owner's Lot for the full amount of the Assessment and related charges. The notice shall further inform the Owner of the right, if any, to cure after acceleration. If the delinquent installments of the Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all Assessments for the then current fiscal year, attributable to that Owner and his Lot or interest therein, to be immediately due and payable without further demand and may record a lien against the Owner's Lot and enforce the collection of the Assessments and all charges thereon in any manner authorized by law or by this Declaration.

4.02. Lien and Notice of Lien. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or to foreclose the Association's lien provided for in Section 4.01 against an Owner and such Owner's Lot for the collection of delinquent

Assessments. No action ~~shall~~ be brought to foreclose said delinquent assessment lien or to proceed ~~under~~ the power of sale herein provided ~~sooner~~ than thirty (30) days after the date a notice of claim of lien is recorded by the Association in the Office of the ~~Pierce~~ County Auditor and a copy thereof is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot at said Owner's last ~~known~~ address. *The* notice of claim of lien must contain a sufficient ~~legal~~ description of said Lot, the record owner or reputed owner thereof, and the amount claimed, including, at the Association's option, the cost of preparing and recording the notice of claim of lien, interest on said unpaid assessments and costs of collections, including a reasonable attorney's fees.

4.03. Foreclosure and Sale. Any such foreclosure and sale provided for in Section 4.02 shall be conducted in accordance with the laws of the ~~State~~ of Washington applicable to the exercise of powers of foreclosure and sale of mortgages. The Association, through its duly authorized agents, ~~shall~~ have the power to bid on the Lot at the foreclosure ~~sale~~ and to acquire and hold, ~~lease~~, mortgage and ~~convey~~ the same.

4.04. Curing the Default. Upon the ~~timely~~ curing of any ~~default~~ for which a notice of claim on lien was recorded by the Association, the Board, or an authorized representative thereof, shall record an ~~appropriate~~ release of such notice upon payment by the defaulting Owner of a fee to be ~~determined~~ by the Board to cover the cost of preparing and recording such release, together with the payment of such other costs, interests and fees ~~as~~ shall have been ~~incurred~~ by the Association by reason of such default. Any purchaser or encumbrancer, who has acted in good faith and ~~extended~~ value, may rely upon such release ~~as~~ conclusive evidence of the full satisfaction of the sums stated in the notice of claim of lien.

4.05. Cumulative Remedies. The assessment lien and right of foreclosure and sale thereunder ~~shall~~ be in ~~addition~~ to, and not in substitution for, all other rights and remedies which the Association, and its ~~assigns~~, may have hereunder, in equity and at ~~law~~, including, but not limited to, a suit to recover a money judgment for ~~unpaid~~ assessments, but any institution of a suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages.

4.06. Subordination of Assessment Liens. All sums assessed in accordance with the provisions of this Declaration shall ~~constitute~~ a lien on the respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies or liens ~~which, by law,~~ would be superior thereto, and (2) the lien or ~~charge~~ of any Mortgage of Record made in good faith and for value and ~~recorded~~ prior to the ~~date~~ on which the notice of ~~claim~~ of lien is recorded, subject to the provisions of Section 3.04 and Article XII of this Declaration. Upon the foreclosure of, or acceptance of a ~~deed~~ in lieu of foreclosure of, such a prior Mortgage, the foreclosure purchaser or ~~deed-in-lieu~~ grantee ~~shall take title free~~ of the lien for unpaid assessments for all said given in ~~lieu~~ of foreclosure, but subject to the lien hereof for all said charges that ~~shall accrue subsequent~~ to the foreclosure or ~~deed~~ given in ~~lieu~~ of foreclosure.

ARTICLE V EASEMENTS AND RIGHTS OF ENTRY

5.01. Easements.

(a) Access. Declarant expressly reserves for the benefit of the Association and for the Owners of the Property reciprocal, non-exclusive easements over all of the **Common Areas**. Subject to the provisions of this Declaration governing use and enjoyment thereof, such **easements** may be used by **Declarant**, its successors, purchasers and all Owners, their guests, tenants and invitees, residing upon or temporarily visiting the Property, for walkways, vehicular access, **parking**, drainage and such other purposes reasonably necessary for use and enjoyment of a Lot in the Property. The Board of Directors of the Association shall have the right to grant necessary easements and right-of-way over the Common Areas to any Person after the **Common Areas** have been conveyed to the Association.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots necessary to maintain **and** repair the Common Areas and to perform all other tasks in **accordance** with the provisions of this Declaration. There are **specifically** reserved for the benefit of the Owners easements for the utility services and repair, replacement and **maintenance** of the same over **all** of the Common **Areas**. Such easements shall be **established** and used so as not to unreasonably interfere with the use **and** enjoyment by the Owners of their Lots and the Common Areas. All **such** easements shall be appurtenant to and **shall** pass with the title to every Lot conveyed.

(c) Utility Easements. Declarant expressly reserves easements over the Lots and the Common Areas for utility services and laterals serving the individual Lots as necessary in accordance with the locations of the utilities as initially installed or in accordance with alterations as approved by the **Committee**.

(d) Walkways and Driveways. There shall be no obstruction, including, but not limited to obstruction by basketball hoops, of any private streets, walkways, driveways **on** or located **within** the Property which would interfere with the **free** circulation of foot, bicycle or automobile **traffic**, except such obstruction as may be reasonably required in **connection** with repairs of such streets, walkways, and **driveways**. Use of all private streets, walkways, and driveways within the Property shall be subject to the reasonable rules and regulations adopted by the Association. The Association may, but shall not be obligated to, take such action as may be necessary to abate or enjoin any interference with or obstruction of private streets, walkways, and driveways, and shall have the right of entry for purposes of removing said interference or obstruction. Any costs incurred by the Association in connection with **such** abatement, injunction, or corrective work **shall** be deemed to be a Special Assessment of the Owner responsible for the interference or obstruction. Free use of the private **streets**, walkways, and **driveways** and free circulation of foot, bicycle and vehicular traffic are essential elements of Declarant's plan for development of the Property.

(e) Landscaping Maintenance Easement. Declarant expressly reserves for the benefit of the Association and all agents, officers and employees of the Association non-exclusive easements over the Common Areas and the Lots to perform all necessary maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees.

5.02. Right of Entry. The Board, the Committee and Declarant shall have a limited right of entry in and upon the exterior of all Improvements located on any Lot for the purpose of inspecting the same, and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose an obligation upon the Association, the Board, the Committee or Declarant to maintain or repair any portion of any Lot or any Improvement thereon which is to be maintained or repaired by the Owner. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the Improvements located upon this Lot. However, each Owner shall permit access to such Owner's Lot or Improvements thereon by any Person authorized by the Board, the Committee or Declarant as reasonably necessary, such as in case of any emergency originating on or threatening such Lot or Improvements, whether or not such Owner is present.

ARTICLE VI REPAIR AND MAINTENANCE

6.01. Repair and Maintenance Duties of the Association. Following their initial installation, the Association shall maintain, repair, replace, resurface and make necessary improvements to the Common Areas, or shall contract for such maintenance, repair and improvements, to assure the maintenance of the Common Areas, including without limitation all improvements thereon, in a good, sanitary, and attractive condition. Such maintenance, repairs and improvements shall include, without limitation, maintenance and replacement of shrubs, trees, vegetation, irrigation systems, signs, play structures, picnic facilities, playfields and appurtenances and other landscaping improvements located on the Common Areas, repair and payment for all centrally metered utilities, mechanical and electrical equipment in the Common Areas, repair and maintenance of stormwater facilities and equipment and repair and maintenance of all parking areas, walks, and other means of ingress and egress within the Common Areas. All such maintenance, repairs and improvements to the Common Areas shall be paid for as Common Expense. The Association shall pay all real and personal property taxes and assessments which shall constitute a lien upon any portion of the Common Areas. The Board shall use reasonable efforts to require compliance with all provisions of this Declaration.

6.01.01. In addition to the foregoing, the Association shall be responsible for the performance of all necessary maintenance of all landscaping including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees on the Lots.

6.02. **Special Powers of Association.** Without in any way limiting the generality of the **foregoing**, if the Committee **determines** that an Improvement, the maintenance of which is the responsibility of an Owner, is in need of repair, restoration or painting, or if the Board of Directors determines that there is a violation of any provision of this **Declaration**, then the Board shall **give** written notice to such Owner of such condition or violation. Unless the Committee has approved in writing corrective plans proposed by the Owner to **remedy** the condition complained of **within** such period of time as **may** be determined reasonable by the Board after the Board has given said **written** notice, and **unless** such **corrective** work so approved is **completed thereafter** within the time allotted by the **Committee**, the Board shall undertake to remedy such condition or violation, and the cost therof shall be charged to **the** Owner and his Lot. Such cost shall be deemed to be a Special Assessment of such Owner and his Lot, and subject to levy, enforcement and **collection** by the Board in accordance with the assessment lien procedure provided for in this Declaration.

ARTICLE VII COMMON AREA PROTECTION

7.01. **Association Control.** The Association shall **have** fee title to the **Common Areas**, in order to perform its duties hereunder, which title **shall include**, without limitation, the following appurtenant **rights** and duties:

- (a) The right of the Association to reasonably limit the number of guests, **patrons** and **invitees** of Owners using the Common Areas.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas.
- (c) The right of the Association in **accordance** with the **Articles**, Bylaws and this Declaration, with the **affirmative** vote or written consent of the Members holding a majority of **the total** voting power of the Association, to borrow money for the purpose of maintaining and preserving the Common Areas, and in aid therof to Mortgage any or all of its real or **personal** property as security for money boll-owed or **debts incurred**, provided that the right of any such Mortgagee of the Association **shall** be subordinated to the rights of the Owners.
- (d) The right of the Association to suspend **the** voting **rights** and right to use the Common Areas by **an** Owner for any period during which **any** assessment against the Owner and his lot **remains** unpaid and delinquent and for a period not to exceed thirty (30) days for any single **infraction** of the published rules and regulations of the Association, **provided** that any suspension of such voting rights or rights to use the Common Areas shall be made only by the Board of Directors, after notice and an opportunity for a hearing as provided in the Bylaws.
- (e) The right of the **Declarant** (and its sales agents, customers and **representatives**) to the nonexclusive **use** of the Common Areas without charge, for sales, display, access, ingress, egress and exhibit purposes, which right **Declarant** hereby expressly reserves.

(f) The right of the Association (by action of the Board) to reconstruct, replace or refinish any **Improvement** or portion thereof upon the Common Areas, in accordance with the original design, finish or standard **construction** of such **Improvement**, or of the general Improvements within the **Property**, as the case **may be**; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of the Owners holding a majority of the voting **power** of **each** class of Members of the Association.

(g) The right of the Association to replace destroyed trees or other vegetation and plant **trees**, shrubs and ground cover, upon **any portion** of the Common Areas.

7.02. Easements for City and County Use. In addition to the foregoing there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Property, easements for public services and utilities, including without limitation, the right of the City of Puyallup, Pierce County, or other recognized governmental entity to install, maintain and repair public street, street lights, curbs, gutters and sidewalks, **sanity** sewer, **stormwater** facilities and water systems, and the right of the police and other emergency and public safety personnel to enter upon any part of the Common **Areas** for the purpose of **enforcing** the law.

7.03. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owner by him from the liens and charges hereof, by waiver of the use and **enjoyment** of the Common Areas or by abandonment of his Lot or any other property in the Property.

7.04. Taxes. Each Owner shall execute such instruments and take **such** action as may reasonably be specified by the Association to obtain a separate real **estate** tax assessment of each Lot. If any such taxes or assessments may, in the opinion of the Association, nevertheless be a lien on **the** Common Areas, or any part thereof, they shall be paid by the Association and each Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against **the** Common Areas and attributable to such Owner's Lot and interest in **the** Common Areas.

ARTICLE VIII DEVELOPMENT COMMITTEE

8.01. A Development Committee ("Committee") consisting of three (3) members is hereby created with the rights and powers set forth in this Declaration. Declarant shall appoint the initial **members** of the Committee. Members of the **Committee** shall not be entitled to compensation for their services hereunder. Declarant shall have the right and power at all times to appoint or remove the members of the **Committee** or to fill any vacancy on such Committee until the **Turnover Date**; provided, however, that Declarant may **transfer** Declarant's rights of appointment to the Board. Any transfer of Declarant's rights of appointment shall not be effective until a written notice of such transfer is recorded. After the

Turnover Date, the Board shall have the power to appoint and remove the members of the Committee.

8-02. Notwithstanding any provision of this Declaration, the approval of the Committee shall not be required for action taken by the **Declarant** to **develop** the Property as a residential subdivision, including the initial construction of single family homes.

8-03. The Committee shall have the authority to adopt **and** amend written guidelines to be applied in its review of plans, **drawing, 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. Approval by the Committee 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.

8-04. Neither the Committee 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 Committee for approval or for **failure** to approve any matter submitted to the Committee. The **Committee** or its members **may** consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the Committee.

ARTICLE IX CONSTRUCTION OF IMPROVEMENTS

9.01. **Approval of Plans Required.** No improvements **shall** be erected, placed, altered, maintained or permitted to remain on any Lot by any Owner until final **plans** and specifications shall have been submitted to **and** approved by the Committee. Such final plans and specifications shall be **submitted** by the authorized agent, by the builder of such **Improvements**, or by the Lot Owner.

The plans **shall** be of such **form and content** as may be required by the Committee, but shall in **any** event include the following: description and sketches of the architectural design concept, including intended **character** and materials. The design concept, including **the** size, shape, and character of buildings, shall be consistent with the residential community of the Estates of Bradley **Park** (the "Community"). In addition, materials shall be of **equal** or better quality than those of **the other residential** buildings in the Community.

Where applicable, final plans and specifications shall contain no less detail than required by the appropriate governmental authority for the issuance of a building permit. Each Lot must **have** a private enclosed car shelter for not less than **two** (2) cars. No structure on a Lot shall be altered to provide residence for more than one (1) family. **The** residential structure on a Lot shall contain at least one thousand five hundred fifty (1,550) square feet. In computing **the total square** footage of a residence on a Lot garages and enclosed decks shall not be included. The back and side yards of a Lot must be fenced in accordance with the

standards established by the Committee. Fencing shall not be erected so as to interfere with or obstruct any easements established in this Declaration or on the Plat of The Estates of Bradley Park, unless such interference or obstruction is expressly approved in writing by the beneficiary of the applicable easement. Front yards of a Lot shall be landscaped in accordance with City of Puyallup standards and the standards established by the Committee. Material changes in approved plans must be similarly submitted to and approved by the Committee.

9.02. Basis for Approval. Approval shall be based upon the conditions of approval for The Estates of Bradley Park and the restrictions set forth in this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, the Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

- (a) Failure to comply with any of the restrictions set forth in this Declaration;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested by the Committee.
- (c) Failure to comply with any design guidelines adopted by the Board.
- (d) Objection on the grounds of incompatibility of any proposed structure or use with existing structures.
- (e) Objection to the grading or landscaping plan for any Lot;
- (f) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any structure;
- (g) Objection to the number or size of parking spaces, or to the design of the parking area;
- (h) Any other matter which, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of the Property or with improvements located upon other Lots or other Property in the Community.

9.03. Result of Inaction. If the Committee fails either to approve or disapprove plans and specifications submitted to it within thirty (30) days after the same have been submitted, it shall be conclusively presumed that the committee has approved said plans and specifications; provided, however, that if within the thirty (30) day period the Committee gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of such reasonable period of time as is set forth in the notice.

9.04. Approval. The Committee may approve ~~plans~~ and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by the Committee of any plans and specifications submitted, a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

9.05. Proceeding with Work. Upon receipt of ~~approval~~ of the final construction documents ~~from~~ the Committee, the Owner to whom approval is given shall, as soon as practicable, satisfy ~~any~~ and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, ~~refinishing~~ and alterations. In all cases, ~~work~~ shall ~~commence~~ within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed ~~revoked~~ unless the Committee, pursuant to ~~written~~ request made ~~and~~ received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

9.06. Completion of Work. Any Improvement commenced pursuant hereto shall be completed within nine (9) months ~~from~~ the date of the Committee's approval of the plans and specifications therefore, but such period shall be extended for ~~such~~ period as completion is rendered impossible or would impose ~~an~~ unreasonable hardship due to strike, fire, national emergency, natural disaster or other supervening force beyond the control of the Owner. The Committee may, upon ~~written~~ request made and received prior to the expiration of ~~the~~ nine (9) month period, extend the period of time within which work must be completed. Failure to comply with this Section 9.06 shall constitute a breach of the Declaration and subject the party in breach to the enforcement procedures set forth herein.

9.07. Committee Not Liable. The Committee ~~shall~~ not be liable for any damage, loss or prejudice suffered or ~~claimed~~ by any person on account of: the account or disapproval of ~~any~~ plans, drawings and specifications, whether or not in any way defective; the construction of any Improvements, or ~~performance~~ of any work, whether or not pursuant to approved plans, drawings and specifications; or the development of ~~any~~ Lot within the Property.

9.08. Construction Without Approval. If any ~~Improvement~~ shall be erected, placed or maintained upon ~~any~~ Lot, or any new use commenced upon ~~any~~ Lot, other than in accordance with the ~~approval~~ of the Committee pursuant to the provisions of the Declaration, such alteration, erection, ~~placement~~, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and upon ~~written~~ notice ~~from~~ the Committee any such Improvement so altered, ~~erected~~ placed, maintained or used upon ~~any~~ Lot in violation of this Declaration shall be removed or altered so as to conform to this Declaration. Should such removal, or alteration, or cessation or ~~amendment~~ or use not to be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in this Declaration, including those set forth in Section 16.01.

ARTICLE X REGULATION OF OPERATIONS AND USES

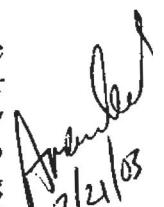
10.01. Prohibited Uses. The Property is being developed as a residential development for single-family detached homes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on the Lots other than one detached single-family dwelling, which shall be designed in accordance with the standards set forth in Article IX. The following operations and uses shall not be permitted on any portion of the Property:

(a) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;

(b) No structure of a temporary character, trailer, recreational vehicle, boat, boat trailer, camper or camping trailer, tent, shack, barn or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently;

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes; provided further that no more than two (2) dogs and cats shall be allowed per Lot. Dogs shall be restrained to the Owner's Lot and shall not be allowed to run at large. Leashed animals are permitted within rights-of-way when accompanied by their Owners. Owners shall be responsible for cleaning up any and all of their animals' waste on the Property, including on the respective Owner's Lot. If an Owner fails to clean up their animals' waste, the Association may, but shall not be obligated to, take such action as may be necessary to clean up the animals' waste and shall have the right of entry for such purposes. Any costs incurred by the Association in connection with such action shall be deemed to be a Special Assessment of the Owner whose animal(s) created the waste; and,

(d) Vehicle Parking. Adequate off-street parking for at least four cars shall be provided on each Lot. At a minimum, a two-car garage will be provided, plus a driveway for two additional cars. No vehicles shall be permitted to park on the roads within the Property for a period exceeding 24 hours without the prior written permission of the Association. No vehicle may be parked on any Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with a site plan approved by the Committee. Only the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located entirely on a Lot.



10.02. Condition of Property. The Owner or Occupant of any Lot shall at all times keep it and the Improvements and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects with applicable governmental,

health, fire and safety ordinances, regulations, requirements and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot.

10.03. Maintenance of Grounds. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, and walkways on his Lot. Nothing contained herein shall preclude an Owner from recovering from any person liable therefore damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, and/or walkway on Owner's Lot. Such maintenance and repair shall include, without limitation:

(a) Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required; painting and repainting of striping markers and directional signals as required; and,

(b) Cleaning, maintaining and relamping of any external lighting fixtures except such fixture as may be the property of any public utility or government body.

10.04. Remedies for Failure to Maintain and Repair.

(a) Remedies. If any Owner shall fail to perform the maintenance and repair required by Sections 10.02, 10.03 or 10.06 then the Board after fifteen (15) days' prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the delinquent owner and his Lot with a Special Assessment for the cost of such work together with interest with interest thereon at a rate to be set by the Board from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by Owner. If the delinquent Owner fails to reimburse the Association for such costs within ten (10) days after demand therefore, the Association may, at any time after such advance, record a claim of lien signed by an authorized agent of the Association for the amount of such charge together with interest thereon and enforce the lien in accordance with the provisions of this Declaration.

(b) Nonexclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, all other rights and remedies which the Board may have hereunder or in equity or at law, including any suit to recover a money judgment for unpaid assessments. If any Owner fails to perform such maintenance and repair and, notwithstanding such failure, the Board should fail to exercise its rights and remedies hereunder, then, any other Owner, after fifteen (15) days' prior written notice to the Board and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to the Board.

10.05. Refuse Storage Areas. All outdoor refuse storage **areas** on each Lot shall be visually screened so as not to be visible from neighboring Property or streets.

10.06. Renair of Building. No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

10.07. Utility Lines and Antennas. No sewer drainage or utility or wires or other devices for the communication or transmission of electric current, power or signals, including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of a Lot, other than within buildings or structures **unless** the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures, provided, however, that satellite dishes not exceeding one (1) meter in diameter may be allowed on buildings with the prior written approval of the Committee, and provided, further, that any approved satellite dish is placed on the building so as to meet the following standards: (a) the satellite dish is placed in the most discreet location practical; (b) the satellite dish is screened from view by the neighbors of adjacent lots; and (c) the satellite dish is not visible from the street in front of the Owner's Lot. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on a Lot.

10.08. Mechanical Equipment. All mechanical equipment, utility meters, storage tanks, air conditioning equipment and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself.

10.09. Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of the earth in connection with the grading or construction of Improvements within a Lot. Water may be extracted to the extent permitted by the appropriate governmental agency.

ARTICLE XI DAMAGE OR LOSS TO IMPROVEMENTS

11.01. Restoration of Common Areas. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Areas of any other Improvements insured by the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance shall be used for such purpose. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Areas and all other Improvements shall be constructed or rebuilt substantially in accordance with the original construction plans available, with such changes as are recommended by the Development Committee. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than the estimated cost of restoration and repair, a

Reconstruction Assessment shall be levied by the Board upon the Owners and their Lots in order to provide the necessary funds for such **reconstruction** over and above **the** amount of any insurance proceeds available for such purpose. Reconstruction Assessments shall be borne by the Owners in the **same** proportions as Common Assessments.

11.02. **Restoration Obligations of Owners.** In the event of the damage or destruction of any portion of a Lot or the Improvements thereon, then it **shall** be the duty of the **Owner** of such Lot, **as** soon as may be practical, to repair or replace the damage or destruction, or such portion thereof as will render such damage or destruction indiscernible from the exterior of the Lot. Any reconstruction, replacement or repair required by this section shall be in accordance with the original plans and **specifications** of the Lot or plans and specifications approved by both the Committee **and** the holders of Mortgage(s) of Record which encumbers the Lot.

11.03. **Condemnation.** In the event the whole, or any, part, of the **Common Areas** **shall** be taken or condemned by any authority exercising the power of eminent domain, the Board **shall** have the exclusive rights to prosecute the proceedings, provided, that nothing contained herein to the contrary shall prevent an Owner from joining in the proceeding for purposes of claiming that the condemnation action has **materially** affected said Owner's business. The entire award shall be paid to the Board in trust for the benefit of the Owners. The Board shall distribute the award to the **Owners** in proportion to their **pro-rata share** of assessments, provided, **that** if a lot is encumbered by a **Mortgage** or Mortgages which has or have a provision relating to condemnation, then in-lieu-of distributing the award to the Owner of said Lot, the Board shall distribute the **award** directly to the Mortgagee of **the** Mortgage with the highest priority and seniority for distribution or payment in accordance with the terms and **conditions** of said Mortgagee's Mortgage.

ARTICLE XII PROTECTION OF MORTGAGEES

A breach of any of the provisions, covenants, restrictions or limitations hereof or the Recordation of any assessment lien or the pursuit of any remedy hereunder, **shall** not defeat or render invalid the lien of any Mortgage of Record. The Owners and their Mortgagees may **examine** the books and records of the Association during all normal business hours, upon serving written notice of such examination on the Board. All of the provisions herein shall be binding upon and effective against **any** Owner whose title to **said** Lot is hereafter acquired **through** foreclosure or trustee's sale. The Mortgagee of any Mortgage of Record on any Lot may file with the Board a written request for written notification from the Association in the event of any default by the Mortgagor of such Lot in the **performance** of such Mortgagor's obligations under this Declaration **which** is not cured within thirty (30) days, and the Board of Directors shall give notice thereof to each such Mortgagee. Each Institutional holder of a Mortgage encumbering any Lot in the Property which obtains title to such Lot pursuant to the remedies provided in such Mortgage, by judicial or **non-judicial** foreclosure or by deed in lieu of foreclosure, **shall** take title to such Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquires title to such

Lot. The Association shall treat such improved assessments or charges as a Common Expense.

ARTICLE XIII DURATION AND AMENDMENT

13.01. Duration. This Declaration shall continue in full force until December 31, 2050, unless a Declaration of Termination or Declaration of Renewal is **Recorded** meeting the requirements of an amendment to this Declaration as set forth in Section 13.02. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the appurtenant Membership in the Association, as long as this Declaration shall continue in full force and effect.

13.02. Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. The amendment shall be adopted by the vote, in person or by proxy; or written consent of eighty percent (80%) of the total voting power of the Association, provided, however, that until the Turnover Date no termination or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. A copy of each amendment which has been properly adopted shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the Certificate of Amendment is Recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of one-hundred percent (100%) of the aggregate value of Mortgages encumbering the Property at the time of such amendment:

(a) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to Mortgagees as provided in Article XII or which seeks to modify Section 13.02 hereof;

(b) Any amendment which would necessitate a Mortgagee after it has acquired a Lot through foreclosure, to pay more than its proportionate share of any unpaid Assessments accruing after such foreclosure; or

(c) Any amendment which would or could result in a Mortgage being cancelled by forfeiture.

13.03 Modifications by Declarant. For so long as there is a Class "B" Member, Declarant acting alone may modify or amend any design guidelines adopted from time to time; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration nor declare any then permitted use to not be permitted.

No such modification or amendment shall be effective until **the** Owners have been given thirty (30) days' prior written notice of the proposed change, and a proper instrument in writing has been executed, acknowledged and **Recorded** by Declarant.

13.04. **Governmental Regulation.** All governmental enactments, ordinances and regulations are deemed to be part of this Declaration and to the extent that they conflict with any provision, covenant, condition or restriction hereof, said conflicting governmental enactment, ordinance and regulation **shall** control and the provision, covenant, condition or restriction hereof in conflict therewith shall be deemed (i) amended to the **extent necessary** to bring in into conformity with said enactment, ordinance and regulation while still preserving the intent and spirit of the provision, covenant, condition or restriction; or (ii) **stricken herefrom** should no amendment conforming to the **governmental** enactment, ordinance or restriction be capable of **preserving** the intent and spirit of said provision, covenant, condition or restriction.

ARTICLE XVI LIMITATION OF LIABILITY

So long as a member of **the** Board, the Committee, any of the Board's other committees, Declarant or any agents of the foregoing has acted in good faith, without willful or intentional misconduct, upon the basis of information possessed by such persons, then that person **shall** not be personally liable to any Owner, the Association, or to any other person for any damage, loss, or claim on account of **any**, omission, error, or negligence of such person, **except** this article **shall** not apply to the extent such acts, omissions or errors are covered by the Association's insurance. In **connection** with all reviews, acceptances, **inspections, permissions, consents** or approvals required or permitted by or from either the Declarant, the Association or the Committee under this Declaration, neither **Declarant**, the Association, nor the Committee shall be liable to any Owner or to any other person on account of **any** claim, liability, **damage** or expense **suffered** or **incurred** by or threatened against any Owner or such other person and arising out of or in any way **relating** to the subject matter of **any** such review, acceptance, inspection, permission, consent or approval, whether given, **granted**, withheld or denied.

ARTICLE XV INSURANCE; LOSSES; CONDEMNATION.

15.01. The Board **shall** procure for the Association, and continuously maintain, as a Common Expense, one or more policies of insurance as follows: (a) insurance against property loss or **damage** by **fire** or other hazards covered by the standard extended coverage endorsement in an amount as **near** as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection, (b) commercial general liability **insurance** for the use and ownership of the Common Areas, (c) worker's compensation **insurance** to the extent required by applicable law, (d) insurance against loss of personal property to the Association by fire, theft, and other **losses** with

deductible provisions as the Association deems advisable, and (e) any other insurance the Board deems advisable. Such insurance policies shall meet the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived by any of the foregoing.

15.02. Casualty Losses. The Board shall notify the Owners of any event of substantial damage or destruction of any Common Area, and all applicable insurance proceeds for such damage or destruction shall be paid to the Association for repair, replacement, or other disbursement as determined by the Board.

15.03. Condemnation. In the event any part of a Common Area is sought to be acquired by eminent domain or other proceedings, the Association shall give prompt notice thereto to the Members. All compensation, damages, or other proceed shall be paid to the Association.

ARTICLE XVI GENERAL, PROVISIONS

16.01. Legal Proceedings. Failure to comply with any of the terms of this Declaration, the Articles and Bylaws of the Association or regulations adopted pursuant thereto, by an Owner or Occupant, his guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, lien, or any combination thereof, which relief may be sought by Declarant, the Association, the Board, or, if appropriate, by an aggrieved Owner. Failure to enforce any provision thereof shall not constitute a waiver of the right to enforce said provision, or any other provision thereof. The Association, the Board, any Owner (not at the time default hereunder), or Declarant shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum attorneys' fees, including appeals, in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest thereon at the rate established by the Board therefor from time to time, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

16.02. Severability. The provisions hereof shall be deemed independent or severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

16.03. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of the

development and for the maintenance of the **Common Areas**, and any violation of this Declaration shall be **deemed** to be a nuisance. The article and section headings, titles **and** captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context **otherwise** requires, as used herein, the singular **and** the plural shall each include the other and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

16.04. **Construction and Sales by Declarant.** Nothing in this Declaration shall limit, and no Owner shall do anything which shall interfere with, the right of Declarant to reasonably subdivide or resubdivide any portion of **the** Property owned by Declarant, or to complete any **construction** of Improvements on the Lots owned by Declarant and the **Common Areas**, or to alter the foregoing and its construction plans and designs, or to construct such additional **Improvements** on such Lots and Common Areas as Declarant deems advisable prior to completion and sale of the last Lot. Each owner, by accepting a deed of a Lot from Declarant, hereby acknowledges that the activities of Declarant may constitute a temporary inconvenience or nuisance to the Owners. Such right **shall** include, but shall not be limited to, erecting, construction and **maintaining** on the Property such **structures** and displays as may be reasonably necessary for the conduct of its business or completing the work and disposing of **the** Lots by sale, lease or otherwise. Declarant **may** use any Lots owned by Declarant as models or real **estate** sales or leasing and renting offices. This Declaration shall not limit the right of Declarant at any time prior to conveyance of title by deed to **the** last Lot to establish on the Lots owned by Declarant and the Common Areas additional casements, reservations and rights-of-way to itself, to utility companies, or to other Persons as may **from** time to time be reasonably necessary to the property development and disposal of the Lots. Such easements may be created for the construction, installation, maintenance, removal, **replacement**, operation and use of utilities, including without limitation sewers, water and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, television and telephone conduits, lines and wires, and other utilities, public or private, beneath the ground **surface** (except vaults, vents, access structures and other facilities required to be **above** **ground** surface by good engineering practice), including the right to dedicate, grant or otherwise convey casements for rights-of-way to any public utility or **governmental** entity for such purposes. In the **performance** of any work in connection with such utilities, Declarant shall not unreasonably interfere with or disrupt the use of the Common Areas or the facilities located thereon and shall replace and restore the areas and facilities as nearly as possible to **the** condition in which they were prior to the **performance** of such work. All or any portion of the rights of Declarant hereunder may be assigned to any successor or successors to all or part of Declarant's respective interest in the Property, by an express **written** Recorded assignment.

16.05. **Owner Liability and Duty.** Each Owner shall be liable to the Association for any injury to any person or damage to the **Common Areas** or any equipment thereon which may be sustained by reason of the negligence of said Owner or of his guests, employees, **invitees** or tenants. The damage and costs incurred by the Association as a result thereof shall become a Special Assessment against such Owner and his Lot, and shall be subject to levy,

enforcement and collection by the Board of Directors; in accordance with the ~~assessment~~ lien procedure provided for in this Declaration. The Association ~~reserves~~ the right to charge a Special Assessment ~~equal~~ to the increase, if any, in the insurance premium directly ~~attributable~~ to the damage or injury caused by such Owner or by ~~the use~~ of the Lot of such Owner. The Association shall hold each Owner ~~harmless~~ from liability for loss or injuries that are covered by insurance then maintained by the Association.

16.06. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or my part of the Property to the public, or for any public use.

16.07. Indemnification. Each member of the Board, the Committee ~~and~~ any of the Board's other committees, and any agents thereof, ~~shall be indemnified~~ by the Association against all expenses and liabilities (including attorneys' fees and costs) reasonably incurred by or imposed in connection with any litigation or other proceeding by reason of ~~such~~ individual holding a position or office, whether or not such person hold that position at the time the expense or liability is incurred, except to the extent such ~~expenses~~ or liabilities are covered by insurance ~~and~~ except where such expenses or liabilities are covered by insurance and except where such ~~person~~ is adjudged guilty of ~~willful~~ misfeasance in the ~~performance~~ of his/her duties. However, that in the event of a settlement, the ~~indemnification~~ shall apply only when the Board ~~approves~~ such settlement and reimbursement as being in the best interests of the Association.

16.08. Notices. Except as otherwise provided in this Declaration, in each ~~instance~~ in which notice is to be given to an Owner, the ~~same~~ shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more co-owners of a ~~Lot~~ or to any general ~~partner~~ of a partnership ~~owning~~ a Lot shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, ~~addressed~~ to the Owner at the most recent address ~~furnished~~ by such Owner to the Association or, if no such address shall have been ~~furnished~~, to the street address of such Lot. Such notice shall be deemed delivered ~~forty-eight~~ (48) hours after the time of such mailing, except for notice of a meeting of ~~Members~~ or of the Board of Directors in which case the notice provisions of the Bylaws of the Association shall control. Any notice to be given to the Association may be delivered personally to any ~~Member~~ of the Board of Directors, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

16.09. Development Fee. In conjunction with the development of Property, Declarant has incurred costs ~~that~~ it does not intend to include in the purchase price for the developed ~~Lots~~ (the "Extra Development Costs"). In lieu of incorporating the ~~Extra~~ Development Costs into the purchase price for the developed Lots, Declarant hereby ~~assesses~~ a ~~development~~ fee against each Lot in the ~~amount~~ of ~~Five~~ Hundred and ~~No~~/100 Dollars (\$500.00) (the "Development Fee"), which Development Fee is intended to reimburse Declarant for the

Extra Development Costs. The respective Development Fee shall be paid to the Declarant at the time that Declarant conveys each Lot to an Owner, other than, Declarant. If the Development Fee is not paid to Declarant at such time, the Development Fee shall be a lien against the respective Lot and shall be subject to collection as provided in Article IV of this Declaration.

THIS DECLARATION has been executed on the date first written above.

GGT, LLC, a Washington limited liability company

By J. Suttorp
Its Member



200205291156 4 pg

5-29-2002 02:08pm \$12.00
PIERCE COUNTY, WASHINGTON

Return Address

Foster Pepper & Shefelman, P.L.L.C.
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299
Attn: Thomas J. Parkes

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
THE ESTATES OF BRADLEY PARK**

Grantor: PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company

Grantee: The Estates of Bradley Park Home Owner's Association, a Washington non-profit corporation

Abbreviated Legal Description: Portion of NE 1/4 and SE 1/4 of NW 1/4 of Sec. 3, Twp. 19N, Rng. 4E. W.M.

Full legal description attached as Exhibit A

Assessor's Property Tax Parcel/Account Number: 602346-001-0 through 602346-057-0

**FIRST AMENDMENT TO
DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION
OF EASEMENTS**

FOR

THE ESTATES OF BRADLEY PARK

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "Amendment") is made on this 16th day of May, 2002, by YMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company, ("Declarant") as owner of the Property described below.

PREAMBLE

A. Declarant is the developer of certain real property located in the City of Puyallup, County of Pierce, State of Washington, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). Declarant is developing the residential community of "The Estates at Lakepointe" on the Property in accordance with the Plat of Puyallup Downs Division 3 (the "Plat"), recorded under Pierce County Auditor's File No. 200011225006, and the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "Declaration"), recorded under Pierce County Auditor's File No. 200106060735.

B. In consideration of certain federal mortgage loan guaranty requirements, Declarant has deemed it desirable to delete Section 16.09 of the Declaration.

C. Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby amends the Declaration as follows:

1. Amendment. Section 16.09 of the Declaration is hereby deleted.
2. Force and Effect. Except as amended by this Amendment, the Declaration remains in full force and effect without change.

[Signature on following page.]

THIS AMENDMENT has been executed on the date first written above.

PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company

By _____

Its _____

Beth A. Doherty
Minister

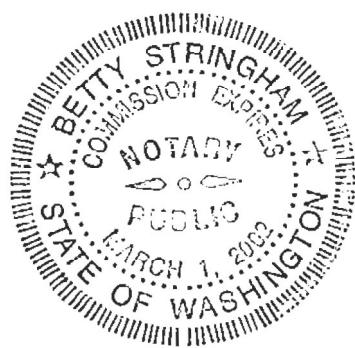
STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 27 day of May, 2002, I certify that I know or have satisfactory evidence that Scott C. Miller, to me known to be the Manager of GGT, LLC, a Washington limited liability company, 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.



Betty Stringham
(Type/Print name)

Notary Public in and for the State of Washington, residing at 1600 1/2 16th

My Appointment Expires: 2-15-06

EXHIBIT A

To

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

For

THE ESTATES OF BRADLEY PARK

Legal Description of the Property

Plat of Puyallup Downs Division 3, recorded under Pierce County Auditor's File No. 200011225006, situated in the northeast quarter and southeast quarter of the northwest quarter of Section 3, Township 19N, Range 4E, W.M., Pierce County, Washington.

EXHIBIT A

To

**SECONU AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

For

THE ESTATES OF BRADLEY PARK

Legal Description of the Property

Plat of Puyallup Downs Division 3, recorded under Pierce County Auditor's File No. 200011225006, situated in the northeast quarter and southeast quarler of the northwest quarter of Section 3, Township 19N, Range 4E, W.M.Pierce County, Washington.

200302200952 5 PGS
02-20-2003 01:33pm \$23.00
PIERCE COUNTY, WASHINGTON

Return Address

Foster Pepper & Shefelman, P.L.L.C.
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299
Attn: Thomas J. Parkes

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

FOR

THE ESTATES OF BRADLEY PARK

Grantor: PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company

Grantee: The Estates of Bradley Park Home Owner's Association, a Washington non-profit corporation

Abbreviated Legal Description: Portion of NE ¼ and SE ¼ of NW ¼ of Sec. 3,
Twp. 19N, Rng. 4E, W.M.

Full legal description attached as Exhibit A

Assessor's Property Tax Parcel/Account Number: 602346-001-0 through 602346-057-0

FACTOID: *What's the best way to...*

2-20-03

By *AB* Audit. 2018

**SECOND AMENDMENT TO
DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION
OF EASEMENTS**

FOR

THE ESTATES OF BRADLEY PARK

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "Amendment") is made on this 19th day of February, 2003, by PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company, ("Declarant").

PREAMBLE

A. Declarant is the developer of certain real property located in the City of Puyallup, County of Pierce, State of Washington, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). Declarant is developing the residential community of "The Estates of Bradley Park" on the Property in accordance with the Plat of Puyallup Downs Division 3 (the "Plat"), recorded under Pierce County Auditor's File No. 200011225006, and the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, recorded under Pierce County Auditor's File No. 200106060735, as amended (the "Declaration").

B. The approved Plat permits development of alley access houses with two-car garages and no driveways. Accordingly, Declarant's construction plans and designs for alley access houses within The Estates of Bradley Park do not include driveways. In consideration of the foregoing, Declarant has deemed it desirable to modify Section 10.01(d) of the Declaration in order to make such section consistent with the Declarant's construction plans and designs.

C. Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby amends the Declaration as follows:

I. Amendment. Section 10.01(d) of the Declaration is hereby amended as follows:

Vehicle Parking. Adequate off-street parking shall be provided on each Lot. At a minimum, the front loaded Lots shall have a two-car garage plus a

driveway for two additional cars, and the ~~alley~~ access Lots shall have a two-car garage. No vehicles shall be **permitted** to park on the roads within the Property for a **period** exceeding 24 hours without the prior written **permission** of the Association. No vehicle may be **parked** on any Lot, except on **designated** and approved driveways or parking areas, which areas shall be **hard-surfaced**. Any additional parking added **after** the initial landscaping shall be hard surfaces and constructed only in accordance with a site plan approved by the Committee. **Only** the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located **entirely** on a Lot.

2. Force and Effect. Except as amended by this Amendment, **the Declaration** remains in full force and effect without change.

THIS AMENDMENT has been executed on the ~~date~~ first written above.

PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company

By *Jeff Gibb*
Its *M. m*

STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 15 day of Feb, 2003, I certify that I know or have satisfactory evidence that John S., to me known to be the _____ of PMD Construction LLC, a Washington limited liability company, formerly known as GGT, LLC, a Washington limited liability company, 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.



Betty Stringer
(Type/Print name)

Notary Public in and for the State of Washington, residing at Tacoma

My Appointment Expires: 2-15-06