

FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEXINGTON HILLS

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEXINGTON HILLS (the "First Amendment of Declaration") is made this 22nd day of April 1993, by E.J. Rody & Sons, a Washington general partnership (hereafter "Declarant") and modifies that certain Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills recorded in Pierce County, Washington under Pierce County Auditor's File No. 9301190348 at Book 848 and Pages 3424 through 3457 (the "Declaration").

I. BACKGROUND

1.1 Under the Declaration, the Declarant subjected that certain real property legally described on the attached Exhibit "A", which is hereby incorporated and made a part hereof by this reference, to covenants, conditions and restrictions.

1.2 Under Article VII, section 7.2, Declarant reserved to itself "all of the powers, duties, and obligations granted by those covenants to the Association, for the purpose of administering and enforcing any and all provisions hereof, until such time as the Declarant shall delegate the same to the Association"

1.3 Article X, section 10.3 of the Declaration provides that the Declaration may be amended: "By an affirmative vote of the written consent of not less than seventy-five percent (75%) of the owners. Any such amendment . . . shall become effective upon the recordation of a certificate executed by two (2) officers entitled to act in the name of the Declarant, setting forth, in full, the amendment, amendments . . . having been approved in accordance with the provisions herein."

1.4 As of the date of this First Amendment of Declaration, the Declarant is owner of more than seventy-five percent (75%) of the Lots and has not delegated the powers, duties and obligations granted by the Declaration to the Association.

1.5 In light of this background and pursuant to the foregoing authority, the Declarant hereby amends the Declaration in accordance with this First Amendment of Declaration as follows:

II. AMENDMENTS

2.1 Exhibit "C", Paragraph 2, Siding, is hereby deleted in its entirety and replaced with the following language: No plywood shall be allowed on any exterior surfaces with the exception of exposed soffits. All exterior siding shall be L/P lap siding, except that the use of L/P vertical panelized-type siding on the sides and rear of each non- corner Lot shall be permitted. Houses on corner Lots shall use L/P lap siding on the street or exposed side of the

Lots. Lots 38, 39, and 83 shall be considered corner Lots. Lot 7 shall have the front and both sides covered with L/P lap siding. In addition, the Declarant may require Lot 42 to have the front and two sides covered by L/P lap siding depending on how the house is positioned on the Lot. Double-wall construction is required on all single-family dwellings.

2.2 Exhibit "C", Paragraph 3, Roofs, is hereby deleted in its entirety and replaced with the following language: All roofs must have a pitch of at least 5/12, unless approved by the ACC based on considerations regarding a specific Lot. All roofing materials must be of similar quality to Pabco G-20 or comparable roofing material, which is specified to have a 20-year life.

2.3 Exhibit "C", Paragraph 7, Brick, is hereby deleted in its entirety and not replaced.

2.4 Article I, Definitions, shall be amended to add an additional definition as follows: Accessory Building. Detached structures used for the benefit of and in conjunction with the main dwelling building (e.g., tool shed, storage building, etc.)

2.5 Article III, General Protective Covenants, shall be amended to add an additional covenant as follows: 3.29 ACCESSORY BUILDINGS Any construction, installation or placement of a detached accessory building, whether temporary or permanent, is strictly prohibited unless, prior to initiation of construction, installation, or placement of any such building on any lot, written consent is obtained from the ACC with respect to location, size (including height, width, and length), color, roofing material, siding, etc. It is the intent of this covenant to insure that a detached accessory building is similar in appearance to the residence it serves. Under no circumstances shall an accessory building be permitted in the front yard. For purposes of this paragraph, the geographic boundaries of the front yard shall be determined in the same manner as described under Paragraph 1.9 above regarding Front Yard Landscaping. For purposes of this paragraph, the term "temporary" shall mean any accessory building that is not permanently attached or anchored to the ground or set on a foundation.

III. ALL OTHER PROVISIONS CONFIRMED

Except as otherwise specifically set forth in this First Amendment of Declaration, all provisions of the Declaration are hereby ratified and shall remain in full force and effect.

EXHIBIT A

TO

FIRST AMENDMENT TO DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR

LEXINGTON HILLS

That portion of the plat of Lexington Hills known as Lexington Hills Division I, recorded under Pierce County Auditor's File no. 9212040684, on December 4, 1992, in Volume 836 of Plats at page 1603, sheets 1, 2, 3, 4, of 4, records of Pierce County, Washington.

RATIFICATION OF FIRST AMENDMENT TO DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR LEXINGTON HILLS

THIS RATIFICATION OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LEXINGTON HILLS is made this 2nd day of April 1993. by ANCHOR SAVINGS BANK, a Washington corporation ("Anchor Savings"), and/or its successors and assigns (the "Ratification").

BACKGROUND

E.J. RODY & SONS, a Washington general partnership, developed Lexington Hills Division I (the "Development"), which consists of 108 single family dwelling lots.

Anchor Savings has a security interest in the Development. The purpose of this Ratification is to provide a document suitable for recording that demonstrates Anchor Savings has ratified the attached First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills (the "Amendment").

NOW, THEREFORE, in light of this background. Anchor Savings hereby makes the following ratification of the Amendment.

- 1.** Anchor Savings hereby acknowledges that it was provided with copies of the attached Amendment Declaration of Protective Covenants, Conditions and Restrictions of Lexington Hills in advance of executing this Ratification and has thoroughly reviewed the Amendment. Said attached Amendment is hereby incorporated and made a part of this Ratification by this reference.
- 2.** Anchor Savings hereby acknowledges that it has had sufficient opportunity to obtain legal counsel to determine the legal impact of the Amendment with respect to its security interest in the Development.
- 3.** Anchor Savings hereby states that after thoroughly reviewing the Amendment, with or without the benefit of legal counsel, it has absolutely no objection whatsoever to any of the terms and conditions set forth in the Amendment without reservation or exception.
- 4.** Anchor Savings hereby unconditionally ratifies the Amendment.
- 5.** Anchor Savings hereby states that its ratification of the Amendment should be regarded the same as if it had acknowledged and approved the Amendment prior to the Declarant's execution of the Amendment.

DATED this 2nd day of April, 1993.

SECOND AMENDMENT
TO
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEXINGTON HILLS

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEXINGTON HILLS (the "First Amendment of Declaration") is made this 27th day of August 1993, by E.J. Rody & Sons, a Washington general partnership (hereafter "Declarant") and modifies that certain Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills recorded in Pierce County, Washington under Pierce County Auditor's File No. 9301190348 at Book 848 and Pages 3424 through 3457 (the "Declaration").

I. BACKGROUND

1.1 Under the Declaration, the Declarant subjected that certain real property legally described on the attached Exhibit "A", which is hereby incorporated and made a part hereof by this reference, to covenants, conditions and restrictions.

1.2 Under Article VII, section 7.2, Declarant reserved to itself "all of the powers, duties, and obligations granted by those covenants to the Association, for the purpose of administering and enforcing any and all provisions hereof, until such time as the Declarant shall delegate the same to the Association"

1.3 Article X, section 10.3 of the Declaration provides that the Declaration may be amended: "By an affirmative vote of the written consent of not less than seventy-five percent (75 %) of the owners. Any such amendment. . . shall become effective upon the recordation of a certificate executed by two (2) officers entitled to act in the name of the Declarant, setting forth, in full, the amendment, amendments . . . having been approved in accordance with the provisions herein."

1.4 As of the date of this Second Amendment of Declaration, the Declarant and Lexington Limited Partnership are the owners of more than seventy- five percent (75%) of the Lots and Declarant has not delegated the powers, duties and obligations granted by the Declaration to the Association.

1.5 In light of this background and pursuant to the foregoing authority, the Declarant hereby amends the Declaration in accordance with this Second Amendment of Declaration as follows:

II. AMENDMENTS

2.1 Article III paragraph 3.2 Dwelling Size, the minimum square footage for any multi-level dwelling shall be changed to 1600 square feet.

EXHIBIT A

TO

SECOND AMENDMENT TO DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR

LEXINGTON HILLS

That portion of the plat of Lexington Hills known as Lexington Hills Division I, recorded under Pierce County Auditor's File no 9212040684, on December 4, 1992, in Volume 836 of Plats at page 1603, sheets 1, 2, 3, 4, of 4, records of Pierce County, Washington.

THIRD AMENDMENT

TO

DECLARATION OF PROTECTIVE

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LEXINGTON HILLS

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEXINGTON HILLS (the "Third Amendment of Declaration") is made this 16th day of September, 1994, by E. J. Rody & Sons, a Washington general partnership (hereafter "Declarant") and modifies that certain Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills recorded in Pierce County, Washington under Pierce County Auditor's File No. 9301190348 in Book 848 at Pages 3424 through 3457 (the "Declaration"); that certain First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills, recorded in Pierce County, Washington under Pierce County Auditor's File No. 9304230325 in Book 877 at pages 1109 through 1115 (the

"First Amendment of Declaration"); and that certain Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Lexington Hills, recorded in Pierce County, Washington, under Pierce County Auditor's File No. 9308311494 in Book 927 at page 3368 (the "Second Amended Declaration") (collectively the "C, C & R's").

I. BACKGROUND

1.1 Under the Declaration, the Declarant subjected to the Declaration that certain real property legally described on the attached Exhibit "A", which is hereby incorporated and made a part hereof by this reference.

1.2 Under Article II, Section 2.2.1 of the Declaration, Declarant has the right to subject to the Declaration as modified by the First Amendment of Declaration and Second Amendment to Declaration, that certain real property commonly known as Lexington Hills Division II and legally described on the attached Exhibit "B" which is hereby incorporated and made a part hereof by this reference ("Lexington Hills Division II").

1.3 Lexington Hills Division II includes common areas identified as tracts "A", "B". Tract "A" has been designated as a playground and Tract "B" has been designated as a wetland and/or buffer area. The owners of Lots within Lexington Hills and their respective invitees shall be entitled to the use of Tract "A", and benefits arising from the other Common Areas within the Project, subject, however, to the same restrictions and limitations set forth in Article IV of the Declaration.

1.4 Under Article VII, Section 7.2 of the Declaration, Declarant reserved to itself "all of the powers, duties, and obligations granted by those covenants to the Association, for the purpose of administering and enforcing any and all provisions hereof, until such time as the Declarant shall delegate the same to the Association . . . M

1.5 Under Article VII, Section 7.3 of the Declaration, it provides that "Declarant may at any time and from time to time delegate, convey, or otherwise assign to the Association the powers and obligations of the Declarant. . . . Such delegations, conveyances or other assignments may grant to the Association authority that is exclusive, or that is concurrent with Declarant, and may be made in general terms or with reference to specific terms.

1.6 Immediately following Declarant's execution of this Third Amendment of Declaration, Declarant shall also execute the First Partial Delegation of all of Declarant's powers, duties and obligations pursuant to these C, C & R's that relate to and affect only Lexington Hills Division I ("First Partial Delegation"), which is attached to this Third Amendment of Declaration as Exhibit "C" and is hereby incorporated and made a part hereof by this reference.

1.7 Under Article X, Section 10.3 of the Declaration, it provides that the Declaration may be amended: "By an affirmative vote of the written consent of not less than seventy-five percent (75%) of the owners. Any such amendment . . . shall become effective upon the recordation of a certificate executed by two (2) officers entitled to act in the name of the Declarant, setting forth, in full, the amendment, amendments . . . having been approved in accordance with the provisions herein."

1.8 As of the date of this Third Amendment of Declaration, the Declarant is owner of more than seventy-five percent (75%) of the Lots in Lexington Hills Division II and has not delegated the powers, duties and obligations granted by the Declaration to the Declarant

with respect to Lexington Hills Division II.

1.9 In light of this background and pursuant to the foregoing authority, the Declarant hereby amends the Declaration in accordance with this Third Amendment of Declaration as follows:

II. AMENDMENTS

2.1 Article I, Definitions included in the Declaration shall be amended to add an additional definition for "Lexington Hills Division II" as follows: "Lexington Hills Division II" shall mean and refer to the 115 single family dwelling Lots created: (i) out of the Property described in the attached Exhibit "B"; and (ii) by the plat of Lexington Hills Division II recorded under Pierce County Auditor's File No. 9409080694 on September 8, 1994, Sheets 1, 2, 3 of 3, Records of Pierce County, Washington.

2.2 Lexington Hills Division II is hereby added and subjected to the Declaration as modified by both the First Amendment of Declaration, Second Amendment of Declaration and this Third Amendment of Declaration by Declarant as authorized by Article II, Section 2.2.1 of the Declaration. All of the provisions of the Declaration as modified by both First Amendment of Declaration and Second Amendment of Declaration not modified by this Third Amendment of Declaration shall apply to Lexington Hills Division II including without limitation all of the provisions impacting and affecting the common areas described in the background section above.

2.3 Article III, Section 3.27 of the Declaration is hereby modified to the extent of its impact and affect on Lexington Hills Division II together with any Additional Properties that may become subject to the Declaration pursuant to the authority provided in Article II of the Declaration as follows: "Basket ball backboards" may be installed either temporary or permanently in front yards if written prior consent is obtained from the ACC prior to the installation with respect to location, size, color, height, etc. Article III, Section 3.27 does not apply to the playground identified as Tract "A" on Sheet 1 or the plat of Lexington Hills Division II.

EXHIBIT "A"
TO
THIRD AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
LEXINGTON HILLS

That portion of the plat of Lexington Hills known as Lexington Hills Division I, recorded under Pierce County Auditor's File no. 9212040684, on December 4, 1992, in Volume 836 of Plats at page 1603, sheets 1, 2, 3, 4, of 4, records of Pierce County, Washington, which is legally

described as follows: The East one-half (1/2) of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 31, Township 20 North, Range 4 East of the Willamette Meridian; and The South one-half (1/2) of the Southwest Quarter of the Northeast Quarter of Section 31, Township 20 North, Range 4 East of the Willamette Meridian; and The North one-half (1/2) of the Northwest Quarter of the Southeast Quarter of Section 31, Township 20 North, Range 4 East of the Willamette Meridian; Except Roads. The Declaration as modified by both the First Amendment of Declaration and the Second Amendment of Declaration, also applies to any Lot or Lots created by any lawful further subdivision of the Property, or any portion of the above-described Property.

EXHIBIT "B"
TO
THIRD AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
LEXINGTON HILLS

That portion of the plat of Lexington Hills known as Lexington Hills Division n, recorded under Pierce County Auditor's file no. 9409080694 on September 8, 1994, Sheets 1, 2 and 3 of 3, records of Pierce County, Washington, copies of which are attached and are hereby incorporated and made a part hereof by this reference, is legally described as follows:

PARCEL A:

The South half of the Northwest Quarter of the Southeast. Quarter of Section 31, Township 20 North, Range 4 East of the Willamette Meridian in Pierce County, Washington.

EXCEPT 66th Avenue East, on the East.

EXCEPT 90th Street East, on the North.

PARCEL B:

The North half of the Southwest Quarter of the Southeast Quarter of Section 31, Township 20 North, Range 4 East of the Willamette Meridian in Pierce County, Washington.

EXCEPT 66th Avenue East, on the East.

The Declaration, the First Amendment of Declaration, the Second Amendment of Declaration, and this Third Amendment to Declaration shall also apply -to any Lot or Lots created by any lawful further subdivision of the Property, or any portion of the above described Property.