

Brookfield

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SILVER CREEK PHASE 3**

**THIS SUPPLEMENTARY DECLARATION is made by LB SILVER CREEK LLC, A Delaware Limited Liability Company ("Declarant") and has an effective date as of the date this Supplementary Declaration is recorded in the records of Pierce County, Washington.**

**RECITALS**

- A. Declarant is the owner of certain real property situated in the County of Pierce; State of Washington which is more particularly described in Exhibit A which is attached hereto and by this reference, incorporated herein (the "Property").
- B. The Property forms part of Silver Creek, a planned community, and is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on October 12, 1996 under Pierce County number 962120005 and re-recorded October 24, 1996 under Pierce County number 9612240018, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Silver Creek as recorded on October 14, 1998 under Pierce County number 9810140660 and re-recorded August 22, 2004 under Pierce County number 200408221188 and by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Silver Creek as recorded on November 14, 2001 under Pierce County number 200111140861 (the "Declaration").
- C. Declarant wishes to subject the Property to the further covenants, conditions and restrictions set forth in this Supplementary Declaration

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Property and the buildings, structures and other improvements hereafter constructed thereon are, and will be held, used, sold, conveyed, leased and encumbered subject to and burdened by the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All of the provisions of this Supplementary Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be, and shall in all respects be regarded as, covenants running with the land.

**ARTICLE I  
DEFINITIONS**

Section 1.1 Defined Terms: Unless specifically defined in this Supplementary Declaration, all capitalized terms used in this Supplementary Declaration shall have the same meaning as set forth in the Declaration.

Section 1.2 "Commencement of Construction" and all of its verb or non variants, such as "commence to be constructed," shall mean the earlier of (a) commencement of excavation on a Lot and (b) the commencement of the pouring of any footing or any part of a slab for a Living Unit.

Section 1.3 "Homeowners Association" shall mean and refer to the Silver Creek Association, a Washington not-for-profit corporation, its successors and assigns.

Section 1.4 "Plans" shall have the meaning set forth in Section 2.2.2

Section 1.5 "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto.

Section 1.6 "Supplementary Declaration" shall mean and refer to the instrument, as the same may be modified or amended of record from time to time.

ARTICLE 2  
IMPROVEMENT AND USE OF LOTS

Section 2.1 Uniformity of Use and Appearance. One of the purposes of this Supplementary Declaration is to assure a uniformity of use and quality of workmanship, materials, design, maintenance and location of improvements within the Property with respect to topography and finish grade elevation. It is in the best interest of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the construction of any Living Unit or other item covered in Section 6.2 of the Declaration shall comply with the most restrictive of (i) the terms and conditions of this Supplementary Declaration, (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction over the Property or (iii) the Declaration.

Section 2.2 Submissions and Approval of Plans

2.2.1 Construction. No Living Unit or other structure or improvement covered in Section 6.2 of the Declaration shall commence to be constructed or caused to be constructed on any Lot unless the Plans therefore shall first have been approved in writing by the Architectural Control Committee. The Architectural Control Committee's approval of any Plan shall not constitute any warranty or representation whatsoever by the Architectural Control Committee or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Architectural Control Committee or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

2.2.2 Submissions. At least thirty (30) days prior to commencement of construction of any Living Unit or other item covered in Section 6.2 of the Declaration on any Lot, the Owner shall submit fencing and surface water run-off control plans, a site plan showing the location of all proposed Living Units (the above items shall be collectively referred to therein as the "Plans").

2.2.3 Approval. The Architectural Control Committee may withhold its approval due to violations of those items identified in Section 2.4. The Architectural Control Committee's approval or disapproval of the Plans shall be made within ten (10) days of submission of Plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Living Unit is to be constructed. Failure of the Architectural Control Committee to approve, disapprove, or make recommendations for change within said ten (10) day period shall constitute an approval of the Plans as submitted. Except for violation of those restrictions specifically set forth in Sections 2.3 through 2.5 of this Supplementary Declaration, if no suit by the Architectural Control Committee challenging any construction has been commenced within six (6) months after completion of construction, Architectural Control Committee approval will not be required and

the related covenants shall be deemed to have been fully complied with.

Section 2.3 Placements, and Setbacks. All Living Units shall have side, front and rear Lot setback and be constructed in accordance with the requirements of applicable law. In the event of a conflict between applicable law and these Supplementary Declarations, the more stringent standard shall govern.

Section 2.4 Design Standards. Unless otherwise approved in writing by the Architectural Control Committee prior to Commencement of Construction, the following design/construction requirement shall apply:

- 2.4.1 Roofing. All roofs shall have a minimum slope of 4-12 (4 inches of rise for each foot of run) and shall be constructed of concrete tile; composition roofing designated as Premium Laminate Asphalt/Fiberglass 25-year minimum manufacturer's guaranteed shingle. Composition roofing designated as asphalt/fiberglass 25-year minimum manufacturer's guaranteed shingle may only be used provided that a selection of at least two colors is available. Roofing colors will be compatible with surrounding area; no primary colors will be allowed. Notwithstanding anything to the contrary, no roof shall be constructed of wood shake and the Architectural Control Committee shall have no authority to grant any exception approving the use of wood shake as roofing material.
- 2.4.2 Siding. All siding material, other than masonry, stucco, or vinyl, shall be wood or cement composite or approved panel goods. The panel goods shall be of no less grade or quality than those known by the trade names "Hardi Plank" or Louisiana Pacific "Smart Panel", or "T- 111". Panel goods shall have some decorative detail such as a 4" or 8" vertical or horizontal groove. Panel goods shall be restricted to the sides and rear elevations of the homes on which it is installed; however, in no case will panel goods be installed on the sides or rear of those homes facing immediately adjacent to a street. All siding will be stained or painted with those colors noted in Section 2.4.10.
- 2.4.3 Windows. All window frames and sashes must be made of wood, painted enamel, vinyl or anodized aluminum. Mill finish or silver appearance is not acceptable.
- 2.4.4 Entry Walks, Porches and Decks. All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of wood products, wood byproducts or industry accepted alternatives.
- 2.4.5 Driveways. All driveways shall be exposed aggregate.
- 2.4.6 Fireplaces. Fireplaces can be direct vent and/or zero clearance. Fireplace chases may be wood, stone, brick, or vinyl.
- 2.4.7 Garages. Garages shall be provided for each Living Unit. There must be a minimum of a two-car garage for any lots wider than 44 feet (measured from the primary street side) and a minimum of a one-car garage for any lots less than 44 feet in width. A driveway serving any attached or a detached garage must be paved according to Paragraph 2.4.5 thereof.
- 2.4.8 Antenna. No Lot Owner shall be permitted to install, erect and/or maintain any antenna, including satellite dishes, except small satellite dishes which are not more than one (1) meter in diameter. Acceptable satellite dishes shall be installed so as not to be visible from any street and must receive Architectural Control Committee approval as to location.

- 2.4.9 Fences. Fences shall be per the detail in Exhibit B, with the location subject to Architectural Control Committee approval; provided that fences that face Gem Heights Drive shall match the fence design across the street in Hillsboro. The Architectural Control Committee must approve all fence and retaining wall locations PRIOR TO installation.
- 2.4.10 Color. Initial colors shall be approved by the Architectural Control Committee prior to painting of any homes. Successive repaints and or stains of residences shall be in conformance with those originally approved. Any changes must be approved in advance in writing by the Architectural Control Committee.
- 2.4.11 Remodels and Additions. Any additions or remodels for which the outside elevation or structure is visible to the surrounding residences shall be subject to review and approval of the Architectural Control Committee prior to submission by an Owner to the appropriate approving governmental agencies for any permits. Such additions or remodels shall be completed in a timely manner, but in no case shall exceed a duration of twelve (12) months from date of Commencement of Construction.

Section 2.5 Use Restrictions.

- 2.5.1 Landscaping. The front yard of each Lot shall be fully landscaped by the date an occupancy permit is issued for the Living Unit. The grass area in the front yard may be sod or hydro seed with a minimum of one 1.5" caliper or better deciduous tree. Rear yards along with the remainder of the side yard, if any, must be completed within twelve (12) months of the homeowner closing escrow. Should homeowner fail to complete rear and side yard landscaping as defined herein, the Homeowners Association shall have the right to cause to be installed a weed membrane on which will be placed decorative cedar or redwood bark and two 2" caliper deciduous trees in those areas wherein homeowner has failed to complete the required landscaping. The cost accrued by the Homeowners Association will be billed to the homeowner plus a 25% of cost management fee, all accruing an interest rate of 1-1/2% per month or as may be allowed by law until paid. Owners of corner Lots shall also be required to landscape the side yard bordering the street, extending the landscaping the entire length of the side yard until it contacts the neighboring Lot's border, matching grass to grass at the curb/sidewalk.
- 2.5.2 Fences. Any type of chain link, or metal fence, is specifically prohibited unless it is used for Architectural Control Committee approved kennel uses which must not be visible from any street. Fences, walls, or shrubs are permitted to delineate the lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot.
- 2.5.3 Hangings. No clothing, rug, washing, apparel or any other article shall be hung from the exterior of a Living Unit or a line connected to a Living Unit or elsewhere on a Lot that is visible from a street or roadway. Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall be emptied regularly and their contents disposed of off the Properties. No grass cuttings, leaves, limbs,

branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited.

- 2.5.4 Vehicles. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks (other than common "pick-ups"), motorcycles, motorbikes, all-terrain vehicles and trailers — whether operable or not — of any kind shall be parked, stored, maintained or constructed on any Lot or street in such a manner as to be visible from the street. No unsightly vehicles of any nature shall be permitted upon the property nor shall any abandoned or disabled vehicle be stored upon the property or on the street for more than forty-eight (48) hours. Vehicles may be parked only on cement or concrete surfaces on an owner's Lot. Homeowners and their guests must park their vehicles on the driveway or in the garage and not on the street. Violators of any portion of this section must remove said vehicle within forty-eight (48) hours of notice for compliance or will be subject to removal of the vehicle at vehicle owner's expense. Temporary variance may be granted at the discretion of the Architectural Control Committee and must be requested in writing.
- 2.5.5 Weapons. No firearms of any kind or nature, including bows, slingshots, BB guns, or any other like weapon, shall be fired within the Property except by appropriate governmental officials. No hunting is allowed anywhere within the Property.
- 2.5.6 Playground Type Apparatus. Any installation, either temporary or permanent, of playground or recreational equipment, including but not limited to Big Toys, Jungle Gyms, swing sets, basketball backboard and hoops, slides and playhouse must have written Architectural Control Committee approval as to location, size, color, etc., PRIOR to installation. In any case no such equipment will be allowed in any yard adjacent to a street or sidewalk. Any and all structures, fences, sheds, playground equipment, etc. installed without written approval of the Architectural Control Committee are subject to removal by the Architectural Control Committee or its contractor. The Lot Owner shall be responsible for all costs of removal plus a twenty-five percent (25%) administrative charge based on the total costs of removal which shall include, but is not limited to, labor charges, mileage, hauling costs, dump charges and clean up.
- 2.5.7 Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.
- 2.5.8 Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation of shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.
- 2.5.9 Building Setbacks. Setback requirements for all residences in the Plat shall be established in accord with relevant public zoning ordinances. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon

any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

- 2.5.10 Signs. The provisions of the Declaration contained in Article 6, Section 6.10, apply to the Property. Subject to Declarant's approval, which shall not be unreasonably withheld, Promotional Signs may be used by a builder to advertise the property during the construction and sales period. These additional signs are subject to the property owner's consent, if on private property, and the rules and regulations of Pierce County.
- 2.5.11 Animals. No animals, other than dogs, cats, caged, birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board will give the Owner ten (10) days' written notice of the violation. Such violations must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a fine of \$25 per day. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article XIV, Section 4 of the Declaration. If a Lot Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Lot Owner to remove such structure.
- 2.5.12 Protection of Native Trees. Homeowners shall not cut down native trees located on Lots within the Plat unless such trees are dead. It shall be necessary for homeowners to obtain the permission of the Architectural Control Committee before cutting or pruning such trees. This provision only applies to native trees in the plat when the Declarant commenced development and shall not apply to trees which owner's plant on their Lots.

### ARTICLE 3 CONTRIBUTIONS AND ASSESSMENTS

- Section 3.1 Initial Contributions. At the time a Lot is purchased from Declarant, other than by a Participating Builder, the Owner shall make an initial Two Hundred Fifty Dollar (\$250.00) contribution to the Association through the closing escrow which contribution shall be used by the Association to partially reimburse Declarant for expenses incurred in connection with the Lot prior to such purchase.
- Section 3.2 Assessments. Each Owner shall be responsible for the other assessments required pursuant to or in connection with the Declaration.
- Section 3.3 Supplemental Assessment. Each Owner in Silver Creek Phase 3 shall pay a supplemental assessment to the Association for the maintenance of the landscaping and boulevard areas and the operation and maintenance of the entry monuments for Brookfield at Silver Creek. The initial annual supplemental assessment shall be one hundred twenty dollars (\$120.00) per lot.
- Section 3.4 OMITTED.
- Section 3.5 Exception. Notwithstanding anything contained in this Supplementary Declaration or any exhibit hereto, Declarant shall have no obligation to pay any assessment with respect to any Lot owned by it.

ARTICLE 4  
SUBORDINATION OF LIENS

- Section 4.1 Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee that lends money for purpose of construction or to secure the payment of the purchase price of a Lot or Living Unit.
- Section 4.2 Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.
- Section 4.3 Mortgagee's Rights during Foreclosure. During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Living Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.
- Section 4.4 Mortgage as Owner. At such time as a Mortgagee shall become the record Owner of the Lot or Living Unit, previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Supplementary Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.
- Section 4.5 Mortgagee's Title Fee and Clear of Liens. A First Mortgagee or other secured party acquiring title to a Lot or Living Unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered Lot or Living Unit free and clear of any lien authorized by or arising out of the provisions of this Supplementary Declaration, insofar as such lien secures the payment of any such assessment or charge installment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot or Living Units foreclosed against as a common expense, in which case it shall prorate such unpaid assessment among the remaining Lots and Living Units and each such remaining Lot and Living Unit shall be liable for its prorated share of such expenses in the same manner as for any other assessment.
- Section 4.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a lot or Living Unit, any unpaid assessment shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.
- Section 4.7 Priority of Liens. The Liens for assessments provided for in this Supplementary Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Living Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Living Unit or any interest therein shall not affect the liens provided for in this Supplementary Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or Living Unit for purpose of realizing a security interest, liens shall arise against the Lot or Living Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 5  
ENFORCEMENT

Section 5.1 Right to Enforce. The Association, Declarant, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Supplementary Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.2 Remedies Cumulative. Remedies provided by this Supplementary Declaration are in addition to, cumulative with and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 5.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Property, and each of their heirs, executors, administrators, successors, grantees and assigns. Each instrument granting or conveying any interest in any Lot or Living Unit and all leases or subleases shall refer to this Supplementary Declaration and shall recite that the instrument is subject to the terms of this Supplementary Declaration as if fully set forth therein; provided, however, all terms and provisions of this Supplementary Declaration shall be binding upon all successors in interest despite an absence of reference to this Supplementary Declaration in the instrument of conveyance, lease or sublease.

Section 5.4 Right to Self-Help. In addition to all other remedies contained herein, the Architectural Control Committee may notify any Owner of a violation of the covenants and/or conditions contained herein and after a reasonable period of time may take such action as is necessary to remedy or correct such violation. The expenses for the remedy and/or correction shall be billed to the Lot Owner, and if not paid within ninety (90) days of the notice shall constitute an additional lien upon the Lot and/or Living Unit which may be foreclosed pursuant to the Declaration.

Section 5.5 Maintenance of Storm Drainage Facilities. In the event the Association, in the judgment of Pierce County, fails to maintain the storm drainage facilities owned by the Association in the Plat, or if the Association willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Association agrees to the following remedy: after 30 days notice by registered mail to the Association, the County may assess financial sanctions (pursuant to Pierce County Code Section 18C10.120) and/or initiate enforcement proceedings. In the event Pierce County determines the lack of maintenance has resulted in a situation of eminent danger to life, limb or property, Pierce County may correct the problem as necessary to restore the full design capacity of the drainage system. In such event, Pierce County may bill the Association for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by Pierce County, including attorney's fees and expert's fees should legal action be required to collect such payment, shall be borne by the Association.

## ARTICLE 6 AMENDMENT AND REVOCATION

Section 6.1 Amendment by Declarant or Association. This Supplementary Declaration may be amended in the same manner as the Declaration may be amended pursuant to

Section 10.1 of the Declaration.

Section 6.2 Effective Date. Amendments shall take effect only upon recording with Pierce County or any successor recording office.

## ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Non-Waiver. No waiver of any breach of this Supplementary Declaration shall constitute a waiver of any other breach, whether of the same or any other covenants, conditions or restrictions.

Section 7.2 Attorney's Fees. In the event of a suit or action to enforce any provisions of this Supplementary Declaration or the Declaration, including an action for declaratory relief, or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title report and all attorney's fees and charges, paralegal fees and charges and other professional or consultants fees and charges that the prevailing party has incurred in connection with the suit or action in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 7.3 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of this Lot or Living Unit, may avoid or diminish the burden or obligations imposed by the Supplementary Declaration.

Section 7.4 Interpretation. The captions of the various articles, sections and paragraphs of this Supplementary Declaration are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Supplementary Declaration or any parts of this Supplementary Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The singular includes the plural whenever the context so requires.

Section 7.5 Severability. Invalidation of any one of these covenants, conditions, restrictions or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 7.6 Notices. All notices, demands or other communications ("Notices") permitted or required to be given by this Supplementary Declaration shall be in writing and, if mailed postage prepaid by certified or registered U.S. mail, return receipt requested (in the case of a Notice to Declarant, the Association, the Architectural Control Committee or to fewer than all Owners), or if mailed first-class postage prepaid (in the case of a Notice to all Owners), shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner. Otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressees. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot or Living Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 7.7 Limited Liability. In connection with all reviews, acceptances, inspections,

permissions, consents or approvals required or permitted by or from the Declarant, the Association or the Architectural Control Committee under this Supplementary Declaration, none of Declarant, the Association or the Architectural Control 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 an 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.

Section 7.8 Use of Name "Brookfield at Silver Creek". Declarant hereby reserves the right to use the name "Brookfield at Silver Creek" and related names in connection with Declarant's sale and development activities for the Property.

Section 7.9 Computation of Time. The word "day" means, "calendar day" herein, and the computation of time under this Supplementary Declaration shall include all Saturdays, Sundays and holidays for purpose of determining time periods specified therein.

Section 7.10 Applicable Law. This Supplementary Declaration shall be construed in all respects in accordance with the laws, of the State of Washington.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

LB SILVER CREEK LLC, A Delaware limited liability company,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New York                    )  
  ) ss.:  
County of New York                 )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of LB SILVER CREEK LLC, a Delaware limited liability company, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)  
NOTARY PUBLIC in and for the State of  
New York, residing at \_\_\_\_\_

EXHIBIT A

Supplementary Declaration of Covenants, Conditions and Restrictions  
for Silver Creek Phase 3

Legal Description of Property

28378  
SILVER CREEK PHASE 3  
LEGAL DESCRIPTION

PHASE 3 WEST

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89°47'28" EAST, ALONG THE NORTH LINE THEREOF, 1324.91 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00°32'15" WEST, ALONG SAID LINE 2665.90 FEET; THENCE SOUTH 00°40'12" WEST 977.37 FEET TO THE NORTH LINE OF GEM HEIGHTS DRIVE AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 9911150534; THENCE NORTH 89°38'14" WEST ALONG SAID NORTH LINE 88.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1015.00 FEET; THENCE WESTERLY ALONG SAID CURVE 275.59 FEET THROUGH A CENTRAL ANGLE OF 15°33'24" TO A POINT OF CUSP AND THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET, AND TO WHICH POINT A RADIAL BEARS SOUTH 15°11'38" EAST; THENCE LEAVING THE NORTH LINE OF GEM HEIGHTS DRIVE COUNTERCLOCKWISE ALONG SAID CURVE 30.45 FEET THROUGH A CENTRAL ANGLE OF 87°13'51"; THENCE NORTH 12°25'29" WEST 192.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1050.00 FEET; THENCE ALONG SAID CURVE 237.48 FEET THROUGH A CENTRAL ANGLE OF 12°57'32"; THENCE NORTH 00°32'03" EAST 415.94 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1050.00 FEET; THENCE ALONG SAID CURVE 202.02 FEET THROUGH A CENTRAL ANGLE OF 11°01'26" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 990.00 FEET; THENCE ALONG SAID CURVE 427.38 FEET THROUGH A CENTRAL ANGLE OF 24°44'03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1050.00 FEET; THENCE ALONG SAID CURVE 252.10 FEET THROUGH A CENTRAL ANGLE OF 13°45'23"; THENCE NORTH 00° 34'49" EAST 152.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE 50.59 FEET THROUGH A CENTRAL ANGLE OF 96°36'47" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE ALONG SAID CURVE 52.73 FEET THROUGH A CENTRAL ANGLE OF 12°51'18"; THENCE SOUTH 31°12'48" EAST 94.58 FEET; THENCE SOUTH 58°47'12" WEST 334.81 FEET; THENCE SOUTH 00°32'03" WEST 1248.21 FEET; THENCE SOUTH 41°42'15" WEST 396.55 FEET; THENCE SOUTH 48°17'45" EAST 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE 14.45 FEET THROUGH A CENTRAL ANGLE OF 41°24'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG SAID CURVE 57.82 FEET THROUGH A CENTRAL ANGLE OF 82°49'09" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE 14.45 FEET THROUGH A CENTRAL ANGLE OF 41°24'34"; THENCE SOUTH 48°17'45" EAST 144.51 FEET TO THE BEGINNING OF A CURVE

CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE ALONG SAID CURVE 70.51 FEET THROUGH A CENTRAL ANGLE OF 08°58'38"; THENCE SOUTH 39°19'07" EAST 54.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE 30.55 FEET THROUGH A CENTRAL ANGLE OF 87°30'30" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1015.00 FEET, ALSO BEING A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED GEM HEIGHTS DRIVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID NORTHERLY MARGIN 383.23 FEET THROUGH A CENTRAL ANGLE OF 21°37'59" TO THE POINT OF BEGINNING.

PHASE 3 EAST

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89°47'28" EAST, ALONG THE NORTH LINE THEREOF, 1324.91 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00°32'15" WEST, ALONG SAID LINE 1253.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°32'15" WEST 1412.63 FEET; THENCE SOUTH 00°40'12" WEST 977.37 FEET TO THE NORTH LINE OF GEM HEIGHTS DRIVE AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 9911150534; THENCE NORTH 89°38'14" WEST ALONG SAID NORTH LINE 88.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1015.00 FEET; THENCE ALONG SAID CURVE 177.48 FEET THROUGH A CENTRAL ANGLE OF 10°01'07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE LEAVING THE NORTH LINE OF GEM HEIGHTS DRIVE NORTHERLY ALONG SAID CURVE 30.45 FEET THROUGH A CENTRAL ANGLE OF 87°13'52"; THENCE NORTH 12°25'29" WEST 192.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 990.00 FEET; THENCE ALONG SAID CURVE 223.91 FEET THROUGH A CENTRAL ANGLE OF 12°57'32"; THENCE NORTH 00°32'03" EAST 415.94 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 990.00 FEET; THENCE ALONG SAID CURVE 190.48 FEET THROUGH A CENTRAL ANGLE OF 11°01'26" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1050.00 FEET; THENCE ALONG SAID CURVE 453.28 FEET THROUGH A CENTRAL ANGLE OF 24°44'03" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 990.00 FEET; THENCE ALONG SAID CURVE 237.69 FEET THROUGH A CENTRAL ANGLE OF 13°45'23"; THENCE NORTH 00°34'49" EAST 131.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE 22.56 FEET THROUGH A CENTRAL ANGLE OF 64°37'23" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE 102.39 FEET THROUGH A CENTRAL ANGLE OF 117°20'01"; THENCE NORTH 00°32'03" EAST 383.79 FEET; THENCE NORTH 44°25'38" EAST 101.34 FEET; THENCE SOUTH 89°27'57" EAST 288.97 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**Supplementary Declaration of Covenants, Conditions and Restrictions  
for Silver Creek Phase 3**

**Fence Detail**