

SENT BY: GORDON, THOMAS

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RECORDED
BRIAN SCHMIDT
AUDITOR PIERCE CO. WASH

KREGER LAKE FARMS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on 13th day of DECEMBER, 1991, by KREGER LAKE FARMS, LTD., ("Declarant").

BACKGROUND

1. Declarant is the owner of certain property in Pierce County, Washington, which is described on Exhibit "A" which is attached to this Declaration and incorporated by this reference.

2. Declarant intends to create a unique property into a residential community known as Kreger Lake Farms with permanently maintained Common Areas for the benefit of the owners.

3. Declarant desires to preserve and enhance the property values, amenities, and opportunities in Kreger Lake Farms, and to provide for the health, safety, and welfare of residents, and to this end, desires to subject the property described on Exhibit "A", to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each owner.

4. Declarant has incorporated the Kreger Lake Farms Homeowners Association to provide a means for meeting the purposes and intents set forth in this Declaration.

DECLARATION

Declarant declares that the property described on Exhibit "A", is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration.

Further, Declarant delegates and assigns to the Kreger Lake Farms Homeowners Association the power of owning, maintaining, and administering the Common Area, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges

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created in this Declaration, and promoting the health, safety, and welfare of the residents.

ARTICLE I

Definitions

Section 1.1 "ACC" shall mean the Architectural Control Committee as described in this Declaration.

Section 1.2. "Association" shall mean the Kregar Lake Farms Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.4. "Common Areas" shall mean all real property and improvements owned or leased by the Association or in which the Association and its Members have an easement including walking paths and riding trails.

Section 1.5. "First Mortgagee" shall mean a lender who holds the first mortgage on a lot and who has notified the Association in writing of his holdings.

Section 1.6. "Lot" shall mean each of the thirty-seven (37) separate parcels described on Exhibit "A", each of which is a lawfully subdivided lot.

Section 1.7. "Member" shall mean every person or entity who holds membership in the Association.

Section 1.8. "Mortgage" shall include a deed of trust or other security instrument.

Section 1.9. "Owner" shall mean every person or entity, including Declarant, which is a record owner of the fee simple title to any lot, or if any lot is sold under real estate contract, the vendee or vendees under that contract; provided, however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

Section 1.10. "Property" shall mean the real property described on Exhibit "A".

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ARTICLE IICommon Areas

Section 2.1. Declarant to Convey. Prior to the conveyance of the first lot, the Declarant shall deliver to the Association a statutory warranty deed free of all liens and encumbrances to the private roads serving the property. The Declarant has also reserved, as set forth in Article IV below, an easement for a gate and landscaping at the entrance to the private roads at the entrance to the property.

Section 2.2. Owners, Easements of Enjoyment. Each Owner shall have a right and an easement of enjoyment in and to the Common Areas and for ingress and egress over and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the purpose for which such Common Areas were constructed.

Section 2.3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or his guests, subject to the limitations set forth above.

Section 2.4. Association to Maintain. The Association shall maintain, repair, replace, and improve the Common Areas, including all landscaping, cul-de-sac islands, signs, security gates, lighting, storm water systems and roadways, as appropriate for a first-class residential community, and shall pay the actual cost of the same from annual or special assessments as appropriate. The Association shall also maintain any utilities serving the Property as a whole as opposed to individual lots, and shall repair any damage to individual lots resulting from defects in the Common Areas.

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ARTICLE IIIMembership and Voting Rights

Section 3.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.

Section 3.2. Voting. There shall be one (1) vote for each Lot, for a total of thirty-seven (37) votes. The vote for each Lot shall not be divisible, and if the Owners of a Lot are unable to agree on how the vote shall be cast, then they shall lose their right to vote on the matter in question. Unless otherwise specified in this Declaration, a simple majority of votes shall be required for any action.

ARTICLE IVEasements

Section 4.1. Easement for Association. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

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

(b) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot or the improvements therein.

(c) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do.

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

Section 4.2. Easement for Government Personnel. An easement for access by police, fire, rescue and other

government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section 4.3. Gate and Landscaping Easement. Declarant hereby reserves and grants to the Association a perpetual exclusive easement over the following-described property for a gate, entry signs, and entry landscaping. See Exhibit "B".

The Association shall be obligated to maintain all improvements located upon the easement area and shall have such access to adjoining property as may be reasonably necessary for the maintenance, repair and replacement of improvements located within the easement area.

ARTICLE V

Assessments

Section 5.1. Covenants for Maintenance Assessments.

(a) Declarant, for each Lot owned by it, agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements.

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

(c) Each assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the

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purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the improvement, repair and maintenance of the Common Areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, and for the maintenance of other areas as provided for in this Declaration. Assessments shall also be used to pay taxes on the Common Areas.

Section 5.3. Board to Fix Annual Assessment. The Board of Directors shall fix the annual assessment at least fifteen (15) days prior to the start of the fiscal year. Written notice of the annual assessment shall be sent to every Owner. In the event the Board fails to fix an annual assessment for any fiscal year, then the assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis.

Section 5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto.

Section 5.5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 5.6. Commencement of Annual Assessments; Due Dates. The annual assessments shall commence as to all Lots within the Properties on the first (1st) day of the month following the conveyance of the first Lot except for those lots owned by the Declarant.

Section 5.7. Effect of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid

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when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Twelve Percent (12%) per annum, and the Association may bring an action at law against the Owner obligated to pay the assessment, or may foreclose the lien against the Property, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for annual or special assessments by nonuse of the Common Area or by abandonment of his Lot.

Section 5.8. Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee of a Mortgage of record or other purchaser of a Lot obtains possession of the Lot as the result of foreclosure of a Mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his successors and assigns.

ARTICLE VI

Exterior Maintenance

Each Owner shall have the obligation to maintain his Lot and any building or improvements located on the Lot to standards appropriate for a first-class residential community. If the Owner of any Lot fails to maintain the Lot, buildings, and other improvements to those standards, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to clean, repair, maintain, and restore the Lot and the exterior of the buildings and other improvements. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject.

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ARTICLE VII

Architectural Control Committee

Section 7.1. Appointment. An Architectural Control Committee ("ACC") consisting of two (2) persons is hereby created. Initially, the members are Melony Merritt and Helmut Schaal. As soon as there is a dwelling on the property which is occupied, at least one member of the ACC shall be a resident of the project. Each member shall hold office until he or she resigns, is removed, or until a successor has been appointed and qualified. Declarant shall have the authority to appoint the members of the ACC until all of the Lots have been sold for the first time. Thereafter, the members of the ACC shall be appointed by the Board of Directors.

Section 7.2. Duties. The ACC shall have the authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration. The members of the ACC may delegate their duties to any one member.

Section 7.3. Adoption of Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intents and purposes of this Declaration and any other covenants or restrictions covering the Properties. If such guidelines are adopted, they shall be available to all Members upon request.

Section 7.4. Meetings; Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive any compensation for their basic services. However, if time in an excess of five (5) hours is required for the review and approval of any proposal, the Owner submitting the proposal shall pay a fee for the additional time based upon usual and customary architectural fees in the area. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

Section 7.5. Nonwaiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of

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the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

Section 7.6. Liability. Neither the ACC nor any of its members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for the approval or for failure to approve any matter submitted to the ACC. The ACC 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 ACC.

ARTICLE VIII

Architectural and Landscape Control

Section 8.1. Approval of Plans Required. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC.

(a) The construction of driveways.

(b) The construction or erection of any building, (including outbuilding) sign, fence, wall or other structure, including the installation, erection, or construction of any solar collection device or satellite dishes.

(c) The remodeling, repainting, reconstruction, or alteration of any driveway, building or other structure.

(d) The planting of any tree or plant that is or may grow to be ten (10) or more feet in height which would obstruct the view corridors of other lots. Pictures shall be taken of the lot view corridor at time of purchase and delivered with the plans and specifications.

Any of such actions which has been approved shall only be taken in conformity with the plans and specifications actually approved by the ACC, and no changes in or deviations from the approved plans and specifications shall be made without the prior written approval of the ACC.

Notwithstanding any provisions of this Declaration, no action taken by Declarant to develop the Property in accor-

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dance with the Development Plan shall require the approval of the ACC.

Section 8.2. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two (2) sets of plans and specifications which meet the following requirements:

(a) Plans for the construction or modification of roads or driveways shall show the proposed location, course, width, grade and materials.

(b) Plans for the construction or modification of any building, fence, wall, or other structure shall be building elevation plans which, in addition to the details customarily shown on such plans, shall show the proposed location of the structure on the Lot, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and shall show and otherwise identify any special needs or conditions which may arise or result from the installation, erection, or construction of any solar collection device or satellite dishes. At the request of the ACC, the person submitting such plans shall locate stakes and/or poles on the Lot to indicate the corners and/or height of the proposed structure. The plans for the first structure to be located on a Lot shall include a landscaping plan for the entire Lot, including a specification as to the proposed time for completion of the landscaping.

(c) Plans for the planting of trees and plants as described above shall show the location, type, and approximate size of the trees or plants to be added.

Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, one (1) copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

Section 8.3. Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with these covenants, other covenants covering the Properties, or design guidelines

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adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community because of unreasonable view impact on neighboring properties, or because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan.

Section 8.4. Failure to Approve. In the event that the ACC fails to approve or disapprove an action within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the action has been commenced within ten (10) days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 8.5. Conformity With Approved Plans. It shall be the responsibility of the ACC to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the action. If the ACC shall determine that the action does not comply with the plans and specifications as approved, it shall notify the Owner within the sixty-day (60) period, and the Owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such other steps as the ACC shall designate. If no action by the ACC is taken within sixty (60) days of the date of completion of the improvement, the action shall conclusively be deemed to be satisfactory to the ACC.

ARTICLE IX

Permitted and Prohibited Uses

Section 9.1. Land Use and Building Type. Except with the prior written approval of the ACC, no building shall be erected, altered, placed or permitted to remain upon any Lot other than one (1) single-family dwelling not to exceed two (2) stories in height; one (1) private garage or carport for not more than three (3) standard-size passenger automobiles; one barn no more than two (2) stories in height and no larger than a eight standard stall structure.

Section 9.2. Dwelling Quality and Size. No home shall be permitted on any Lot without the prior approval of the

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Control Architect or ACC. It is the intention and purpose of these covenants to assure that all homes shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. Dwellings will be no less than 2,000 total finished square feet. The entry level must be 1,500 square feet minimum. Roofs must be shake, tile or architecturally designed metal.

Section 9.3. Swimming Pools. Unless approved by the ACC in writing, swimming pools shall not be nearer than twenty-five (25) feet to any Lot line and shall not project with their coping more than four (4) feet above the established grade.

Section 9.4. Completion of Construction; Landscaping. The work of construction on all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within nine (9) months from date of commencement of the construction, unless prevented by cause beyond the Owner's control, or unless the construction period is extended by the ACC. If construction of the home on a Lot has not been commenced within six (6) months after the initial Lot purchase, the Owner shall, until construction commences, be obligated to maintain and trim existing landscaping as required by the ACC.

Section 9.5. Quality of Construction. The principal structure on each Lot shall be constructed by a licensed building contractor approved by the ACC.

Section 9.6. Vehicle Parking. No vehicle may be parked on any building Lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with the site plan approved by the Control Architect or the ACC. 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.

Section 9.7. Other Vehicles. No Owner shall at any time keep or allow to be kept on their Lot or adjacent

streets any commercial vehicle, house trailer, truck, camper, mobile home, boat, boat trailer or similar item unless housed within a garage or suitably screened from view from any street or Lot. For purposes of this provision, a vehicle will be deemed to be stored or kept if parked for a period of longer than eight (8) hours in any forty-eight (48) hour period.

Section 9.8. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Properties. If the Board determines that a thing or use is undesirable or noxious, that determination shall be conclusive. Any motor vehicle (including motorcycles and go-carts) making repeated trips in and around the Property and roadway shall be automatically deemed a nuisance. No motorized vehicles are allowed on the walking paths or riding trails.

Section 9.9. Excavation and Fill. Except with the permission of the ACC, or except as may be necessary in connection with the construction of any approved improvement, no excavation or fill shall be made nor shall any dirt be removed from any Lot herein.

Section 9.10. Drainage. Except with the approval of the ACC, the natural drainage of any Lot shall not be changed.

Section 9.11. Use During Construction. Except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

Section 9.12. Signs. No sign of any kind shall be placed on the Property, except:

- (a) signs approved by the ACC identifying the Owner and address;
- (b) signs designating a Lot or residence for sale or rent.

No such signs shall be of a size greater than three (3) feet square and shall not be of a nature offensive or obnoxious to persons owning Property within the subdivision.

No business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed.

Section 9.13. Animals. One head of livestock per acre may be maintained on each lot subject to the rules and regulations adopted by the Association. All pets must be kept in yards or on leashes. The design and location of any kennel shall be approved by the ACC. No animal may be kept, bred, or maintained for any commercial purpose. Dogs must be fenced and cats must be kept indoor to protect birdlife on the farms. No pigs are allowed.

Section 9.14. Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored upon any property within the Property until the Owner is ready to commence construction, and then such material shall be placed within the boundary lines of the Lot upon which its use is intended.

Section 9.15. Temporary Structures. No structure of a temporary or removable character, including but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall be kept or used on any Lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction shack or trailer for purposes of storage or security at any time during the initial period of construction.

Section 9.16. Utility Lines: Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or satellite dishes shall be erected, placed, or maintained on any part of such premises except as approved by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.

Section 9.17. Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently

to conceal them from the view from neighboring Lots, roads, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring Lots, Common Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

Section 9.18. Auto Repair. No major auto repair shall be permitted except within enclosed garages which are kept closed. The only repairs permitted on the balance of the Property are occasional casual repairs and maintenance activities such as tune-ups or oil changes.

Section 9.19. Landscaping. The minimum amount specified in the architectural guidelines shall be expended for commercial landscaping on the "road frontage" side of the Lot. The builder or Owner shall provide the ACC, if requested, with confirming evidence of such expenditure. All front lawn landscaping, shall be completed within thirty (30) days of the building final inspection unless the time period is extended by the ACC because of weather conditions.

Section 9.20. Oil and Mining Operations. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pit, solid removing or topsoil stripping shall not be permitted on any of the building sites of the subdivision described herein. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 9.21. Clotheslines. No clothesline shall be located on a Lot premises so as to be visible from the street, a private way, or other residential Lots or public areas.

Section 9.22. Fuel Tanks. No fuel tank shall be maintained above ground on any Lot, unless screened from view in a manner satisfactory to the Control Architect or the ACC.

Section 9.23. Excavation. Except with the permission of the Control Architect or the ACC, or except as may be necessary in connection with the construction of any improvement, no excavation shall be made nor shall any dirt be removed from a Lot herein.

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Section 9.24. Fence Construction and Maintenance. Each Owner shall be required to construct fencing in accordance with the ACC Fencing Plan around any lot boundary which is also the boundary of the property covered by this Declaration. The Fencing Plan may exempt certain boundaries from this requirement. Such fencing shall be installed at the same time as required landscaping unless otherwise provided by the ACC. Each Owner shall be obligated to maintain this and any other fencing on its Property in a manner suitable for a first-class residential subdivision and in accordance with guidelines adopted by the ACC. No Owner may paint or stain any fence on its Property with materials or colors other than those established by the ACC. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall (the top of which does not extend more than two (2) feet above the finished grade on the side of the wall being retained). All fence designs and colors must be approved by the ACC. Fence heights must be approved by the ACC.

Section 9.25. Natural Drainage. Except with the approval of the Control Architect or the ACC, the natural drainage of any Lot shall not be changed.

Section 9.26. Exterior Lighting. Exterior lighting of any sort which is visible from any street or from any other Lot in this subdivision shall not be installed without first obtaining the permission of the Control Architect or the ACC.

Section 9.27. Firearms. No firearms shall be discharged upon the property.

Section 9.28. Commercial Activities: In keeping with the standards of a first class residential community, no commercial or business related activities will be allowed on the property. Individuals may pursue an in home occupation so long as no employees enter and premises and the general public is not invited upon the premises. The term commercial activity is intended to be broadly construed to preserve the quiet enjoyment of the community.

Section 9.29. Hunting. No hunting of any kind shall be allowed on the property.

Section 9.30. Subdivision. Property may not be subdivided into parcels of less than five (5) acres.

Section 9.31. Authority to Adopt Additional Rules and Restrictions. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the Properties, provided such rules and restrictions are consistent with the purposes of the Declaration, and to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members upon request.

ARTICLE X

Insurance Requirements

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

ARTICLE XI

Damage or Destruction

Section 11.1. In the event of damage or destruction to all or part of the Common Areas, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

Section 11.2. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement and reconstruction, as well as the projected cost of such repairs, replacement or recon-

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struction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of Fifty-One Percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least Sixty-Seven Percent (67%) of the First Mortgagees (based on one [1] vote for each first mortgage owned) or Owners (if there is no first mortgage on that Lot) of the Lots.

ARTICLE XII

Condemnation

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

In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

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

ARTICLE XIII

Mortgagees Protection

Section 13.1. As used in this Declaration: (1) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (2) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (3) "institutional holder" means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under

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federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 13.2. The prior written approval of at least Seventy-Five Percent (75%) of the First Mortgagees (based on one vote for each first mortgage owned) of the individual Lots shall be required for any of the following:

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

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

(c) Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and other improvements, the maintenance of common property walks or common fences and driveways, or to the upkeep of lawns and plantings in the properties.

(d) Any act or omission whereby the Association fails to maintain fire and extended coverage on insurable properties common property on a current replacement cost basis in an amount not less than One Hundred Percent (100%) of the insurable value (based on current replacement costs).

(e) Use of hazard insurance proceeds for losses to any properties common property for other than the repair, replacement or reconstruction of such common property.

Section 13.3. Each First Mortgagee (as well as each Owner) shall be entitled to timely written notice of:

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(a) Any significant damage or destruction to the Common Areas.

(b) Any condemnation or eminent domain proceeding affecting the Common Areas.

(c) Any default under this Declaration or the Articles of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Lot subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.

(d) Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.

Section 13.4. Each First Mortgagee shall be entitled, upon request, to:

(a) Inspect the books and records of the Association during normal business hours.

(b) Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

Section 13.5. First Mortgagees of any Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIV

General Provisions

Section 14.1. Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall

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comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 14.2. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said condition, covenant, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

Section 14.3. Failure to Enforce. No delay or omission on the part of the Declarant or the Owners of other Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

Section 14.4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 14.5. Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protect-

SENT BY: GORDON, THOMAS

: 12-12-91 : 11:08 :

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ing and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development of Kreger Lake Farms.

Section 14.6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by the Owners of not less than Eighty Percent (80%) of the Lots. Any amendment must be recorded.

Section 14.7. Power of Declarant to Amend to Meet Financing Requirements. Notwithstanding anything in this Declaration to the contrary, Declarant may without the consent of any Owner, at any time prior to the time it has sold and closed Eighty Percent (80%) of the Lots, amend this Declaration by an instrument signed by Declarant alone in order to satisfy the requirements of the Federal Mortgage Agencies.

IN WITNESS WHEREOF, the undersigned, has caused this Declaration to be executed this 13th day of DECEMBER, 1991.

By: Helmut Schaal
President

Colorado
STATE OF WASHINGTON)
Adams) ss.
County of Pierce)

On this 13th day of December, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Helmut Schaal, to me known to be the President of Kreger Lake Farms Ltd., a Washington corporation, that executed the within instrument, and acknowledged to me that such corporation executed the same.

SENT BY: GORDON, THOMAS

: 12-12-91 : 11:09 :

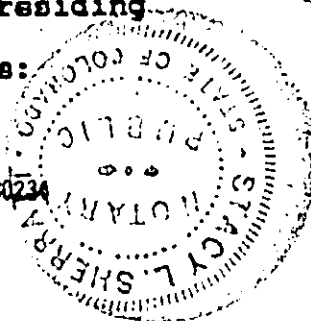
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Witness my hand and official seal.

Stacy L. Sherrill
Notary Public in and for the
State of Washington, residing
at Colorado
My Appointment Expires: _____

My Commission Expires 6-13-94
11210 Huron, Northglenn, Colo. 80234

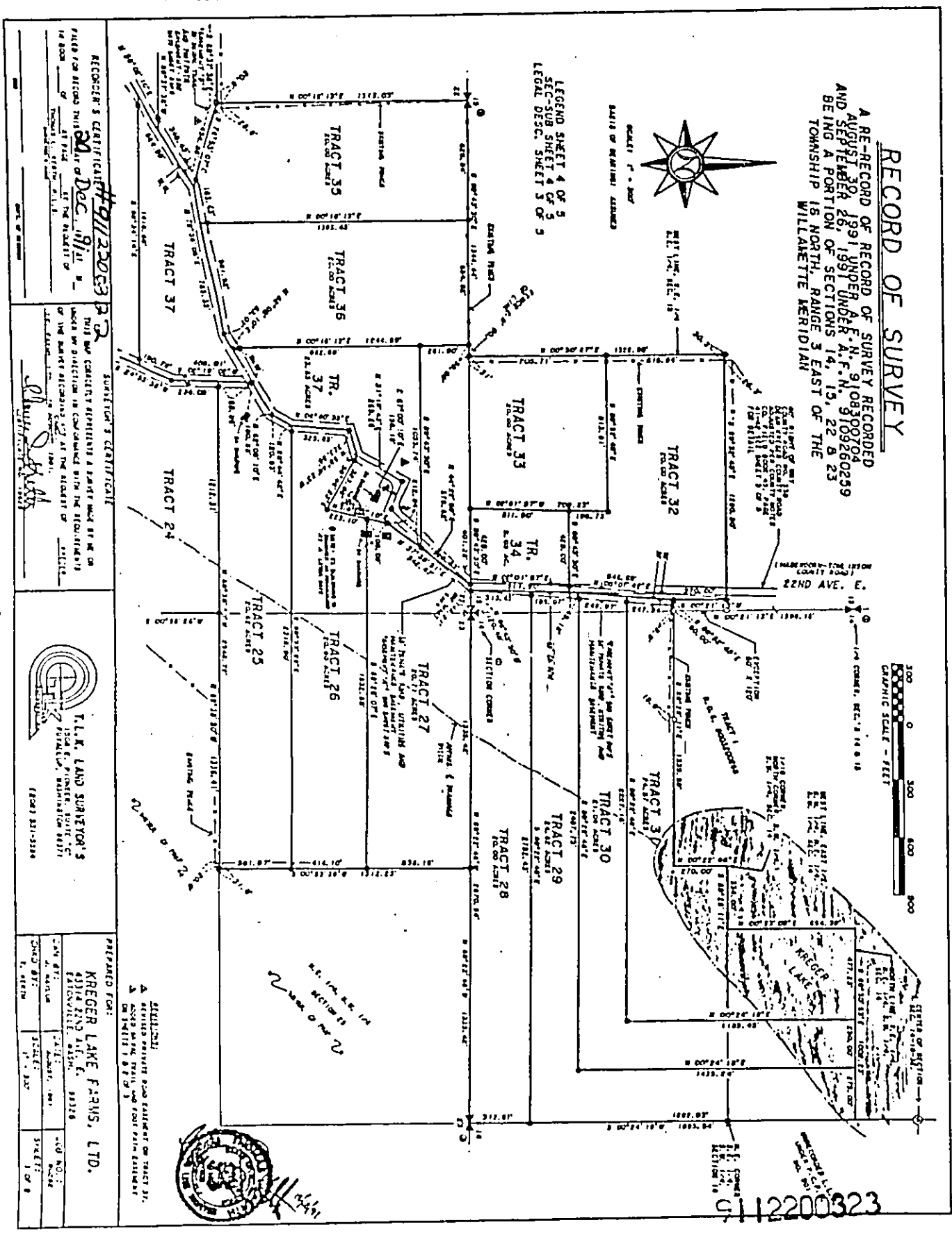


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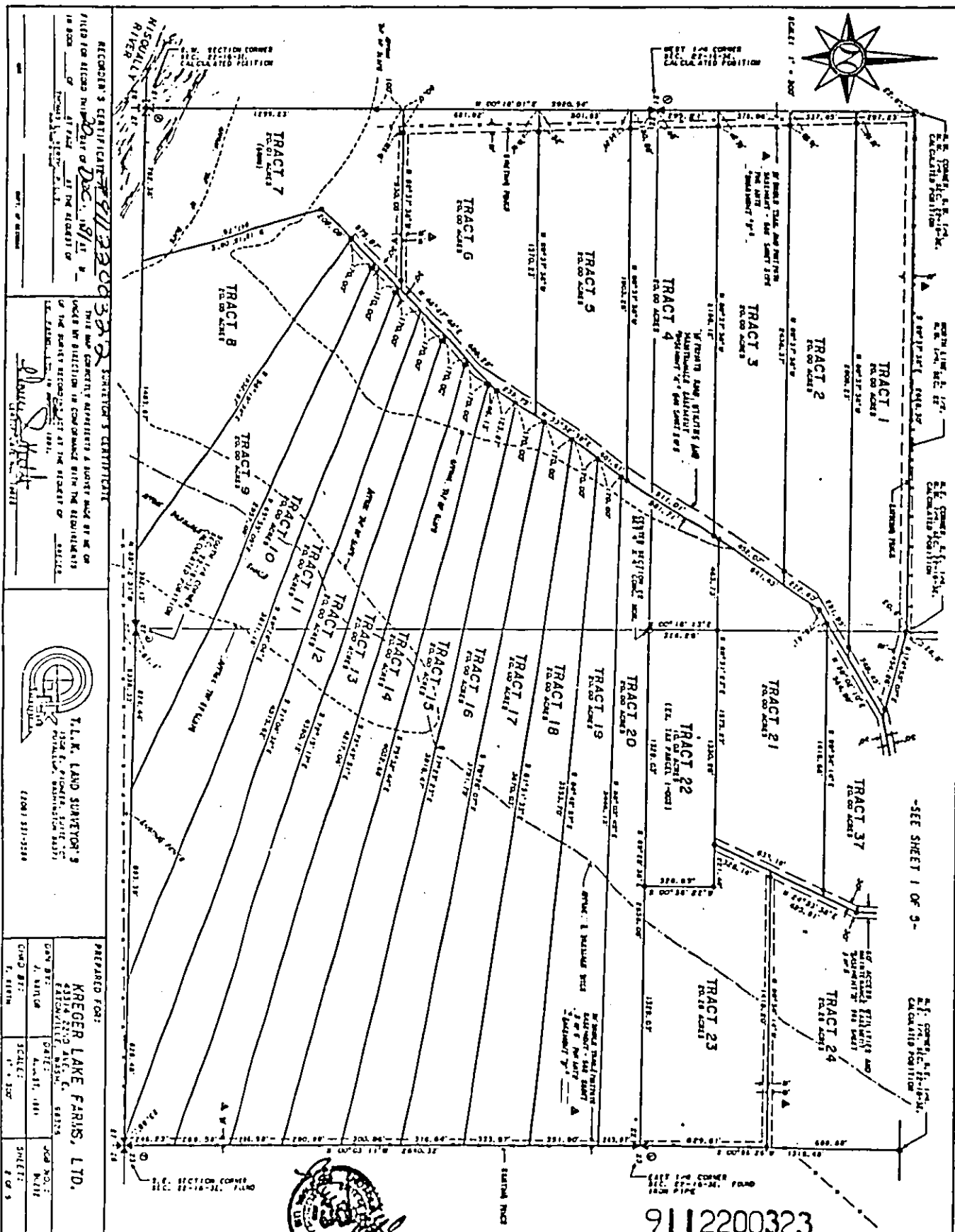
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AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UNSATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.



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REFERENCE MATERIAL

[illegible]

DATA FOR SECTION 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849,

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7. RECORDS FROM A. A. BAILEY (1. 2. NO. 1318) RE CITY RECORDS DATE FOR RECORDS 87 & 88. TOWNSHIP 10 NORTH, RANGE 3 EAST, R. M.

SECTION 16

LABEL LOT DIVISION FTS16
ADDRESS OF LABORER 2000000000
ADDRESS OF LABORER 2000000000

REVIEW OF
RECORD OF SERVICE
RECORD OF SERVICE

...

RECORDS OF BUREAU AND FIELD OFFICES OF
BUREAU OF LAND MANAGEMENT
AT COLORADO AND CORNER RECORDS, BUREAU OF LAND
MANAGEMENT, DENVER, COLORADO.

DL 13

EASEMENTS (AS ELLIEMANTS ON DEED 182 OF 8)
EASEMENT "A" IS AGREED FOR THE PASSAGE OF PRIVATE ROAD,
UTILITY, EASEMENT, FOOTPATH AND PUBLIC TRAIL.
EASEMENT "B" IS AGREED FOR THE PASSAGE OF FOOTPATH AND PUBLIC
TRAIL ONLY, NO MOTORISED VEHICLES ALLOWED, EXCEPT FOR TRAIL
MAINTENANCE, IF NEEDED.

T.L.K. LAND
1508 F. Pico
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LEGIBILITY FOR RECORDING AND COPYING UNSATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

SUBDIVISIONAL CORNER DESCRIPTION & REFERENCE

1. BEARING AND DISTANCE TO CORNER 1 FROM CORNER 12, 120° 00' 00" N. 1000.00' S.
2. BEARING AND DISTANCE TO CORNER 2 FROM CORNER 1, 120° 00' 00" N. 1000.00' S.
3. BEARING AND DISTANCE TO CORNER 3 FROM CORNER 2, 120° 00' 00" N. 1000.00' S.
4. BEARING AND DISTANCE TO CORNER 4 FROM CORNER 3, 120° 00' 00" N. 1000.00' S.
5. BEARING AND DISTANCE TO CORNER 5 FROM CORNER 4, 120° 00' 00" N. 1000.00' S.
6. BEARING AND DISTANCE TO CORNER 6 FROM CORNER 5, 120° 00' 00" N. 1000.00' S.
7. BEARING AND DISTANCE TO CORNER 7 FROM CORNER 6, 120° 00' 00" N. 1000.00' S.
8. BEARING AND DISTANCE TO CORNER 8 FROM CORNER 7, 120° 00' 00" N. 1000.00' S.
9. BEARING AND DISTANCE TO CORNER 9 FROM CORNER 8, 120° 00' 00" N. 1000.00' S.
10. BEARING AND DISTANCE TO CORNER 10 FROM CORNER 9, 120° 00' 00" N. 1000.00' S.
11. BEARING AND DISTANCE TO CORNER 11 FROM CORNER 10, 120° 00' 00" N. 1000.00' S.
12. BEARING AND DISTANCE TO CORNER 12 FROM CORNER 11, 120° 00' 00" N. 1000.00' S.

LEGEND

- 1. BEARING AND DISTANCE TO CORNER 1 FROM CORNER 12, 120° 00' 00" N. 1000.00' S.
- 2. BEARING AND DISTANCE TO CORNER 2 FROM CORNER 1, 120° 00' 00" N. 1000.00' S.
- 3. BEARING AND DISTANCE TO CORNER 3 FROM CORNER 2, 120° 00' 00" N. 1000.00' S.
- 4. BEARING AND DISTANCE TO CORNER 4 FROM CORNER 3, 120° 00' 00" N. 1000.00' S.
- 5. BEARING AND DISTANCE TO CORNER 5 FROM CORNER 4, 120° 00' 00" N. 1000.00' S.
- 6. BEARING AND DISTANCE TO CORNER 6 FROM CORNER 5, 120° 00' 00" N. 1000.00' S.
- 7. BEARING AND DISTANCE TO CORNER 7 FROM CORNER 6, 120° 00' 00" N. 1000.00' S.
- 8. BEARING AND DISTANCE TO CORNER 8 FROM CORNER 7, 120° 00' 00" N. 1000.00' S.
- 9. BEARING AND DISTANCE TO CORNER 9 FROM CORNER 8, 120° 00' 00" N. 1000.00' S.
- 10. BEARING AND DISTANCE TO CORNER 10 FROM CORNER 9, 120° 00' 00" N. 1000.00' S.
- 11. BEARING AND DISTANCE TO CORNER 11 FROM CORNER 10, 120° 00' 00" N. 1000.00' S.
- 12. BEARING AND DISTANCE TO CORNER 12 FROM CORNER 11, 120° 00' 00" N. 1000.00' S.

RECORDED

INDEXED

T.L.R. LAND SURVEYOR'S & ENGINEERS, INC.

1981

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