

AFTER RECORDING RETURN TO:

Law Office of Jacob L. Potak, P.S.
5801 Soundview Drive, Suite 258
Gig Harbor, WA 98335

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HERONWOOD ESTATES HOMEOWNERS ASSOCIATION
aka QUAIL RUN ESTATES HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, having duly executed the Declaration of Quail Run Estates Protective Covenants, Conditions, and Restrictions (hereinafter CC&R's) on July 7, 1982 and recorded under Auditor's number 8207070369, and having the power to amend such CC&R's as provided in Article XII, Section 4, hereby amend such CC&R's as follows:

Background

1. Declarant was the owner of a parcel of land (the "property") in Pierce County, Washington, described on Exhibit "A --- Legal Description" of this Declaration.
2. Declarant desired to create on the property a residential community with open spaces and other common facilities for the benefit of the community.
3. Declarant wanted to insure the preservation of values in the community and to provide for the maintenance of open spaces and other common facilities.
4. The original Declarant's intents and responsibilities ended on June 30, 1987 and were assumed by the Quail Run Estates Homeowners Association. On October 27, 1997, the name of the Association was changed to Heronwood Estates Homeowners Association (HEHA) and will hereinafter be referred to as such.

Declaration

The Association hereby declares that all of the property described on Exhibit "A --- Plat Map" of the Articles shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions. The provisions of this Declaration are for the purpose of protecting the value and desirability of the property, and shall run with the property. All of the covenants, conditions and restrictions shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I

Definitions

The terms used in this Declaration shall have the same meaning as in the Articles and By-Laws. In case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control. In the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

Section 1. "Association" means Heronwood Estates Homeowners Association aka Quail Run Estates Homeowners Association, a Washington Non-Profit corporation, its successors and assigns.

Section 2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot, excluding those having such interest merely as security for the performance of obligation. "Owner" shall apply to contract purchasers but not to contract sellers.

Section 3. "Property" means that certain real property described on Exhibit "B --- Plat Map" attached hereto and incorporated herein by this reference.

Section 4. "Lot" means any numbered plot of land shown upon the recorded subdivision map of the property. The term does not apply to areas designated on the map as "Open Space".

Section 5. "Common Area" means all real and personal property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot was the areas designated on the subdivision map as "Open Space Tracts A, B and C", and the signs located at both entrances to the property.

Section 6. "Declarant" shall mean Heronwood Estates Homeowners Association as the successor of Allen C. Edwards Realty Co., an Oregon corporation, and its successors and assigns. No successor shall have any rights or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Each owner shall have a right and an easement of enjoyment in and to the common area 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.

(a) The right of the Association to mortgage the common areas in order to borrow money for the purpose of improving those areas. No such mortgage shall be effective unless an instrument signed by members representing two-thirds (2/3) of the total voting membership agreeing to such mortgage has been recorded.

(b) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for the purpose for which such common area was constructed. No such dedication or transfer shall be effective unless an instrument signed by members holding two-thirds (2/3) of the total voting membership of the Association agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the common area and facilities to the members of his family, his guests or his tenants.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a Lot shall be a member of the Association and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be divisible and exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot. Membership shall be appurtenant to and may not be separated from ownership of the lot.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Association hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments falling due prior to said date. The new owner shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common areas, and providing services and facilities related to the use and enjoyment of the common areas, and the payment of taxes, assessments and insurance on the common areas.

Section 3. Maximum Annual Assessment. The current maximum annual assessment shall be Ninety (\$90.00) Dollars per lot.

(a) The Board of Directors may increase the maximum annual assessment each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of the total voting membership who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total voting membership cast in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of the total voting membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate per lot.

Section 7. Annual Assessments: Due Dates. The annual assessments for the current calendar year shall be due and payable January 15th of each year. The due date of any special assessment shall be fixed by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the annual or special assessment on a specified lot has been paid.

Section 8. Effect of Nonpayment of Annual or Special Assessments: Remedies of the Association. Any annual or special assessment not paid and postmarked within 30 days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property in like manner as a mortgage of real property. In the event legal action is initiated, the owner liable for said assessment shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorney's fees, all of which shall be secured by the lien provided for herein. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein 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 person 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 V

Architectural Control

Section 1. The Architectural Control Committee (ACC). If an ACC is elected by the Association members, its decisions shall be final and binding; however, applications may be resubmitted. New members shall be elected for a term of at least one (1) year by a majority vote of the members of the Association. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve the balance of the unexpired term. The Board of Directors or the ACC shall not be liable in damages to any person submitting a request for approval or to any owner within the property by reason of any action, failure to act, approval or disapproval with regard to any such request.

Section 2. Approval Required. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the Board of Directors or by the Architectural Control Committee:

- (a) Clearing of any lot.
- (b) Removal any growing tree larger than 10" at its base.
- (c) Construction of any building or structure, including outbuildings, fences, and walls.
- (d) Alteration of the exterior of any building or improvement, including any change in exterior color and type of roof other than architectural grade shingles, shakes, tile or high-grade metal as approved at the May, 2001 Association meeting.
- (e) Excavation, grading or removal of dirt, except as may be necessary for the construction of any improvement approved by the ACC.
- (f) Any alteration of the natural drainage on a lot.
- (g) Installation of exterior lighting which is visible from any street, open space, or house within the property.
- (h) Removal of vegetation of any kind from screening easements along Briarwood Lane NW or the screening easements along the rear lot lines of those residential lots numbered 27 through 41, inclusive, except the vegetation removal required

in the interest of safety or necessitated by the emplacement of drainage facilities or other common utilities.

- (i) Fencing of any kind within the screening easements or common areas along Briarwood Lane NW or the screening easements along the rear lot lines of those residential lots numbered 27 through 41, inclusive.

Section 3. Procedure. Any person wishing to take any of the actions described above shall submit to the Board or ACC written plans with diagrams and specifications on Form A, Architectural Modification Request, of the Appendix as follows:

(a) Plans for the construction or alteration of any building, structure or improvement 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 and roofing material, proposed outdoor lighting, and proposed landscaping with specified completion date to be within nine (9) months of construction commencement as specified in Article VII, Section 7 of this document. At the request of the Board or the ACC, the person submitting such plans shall locate stakes on the lot which indicate the corners of the proposed structures.

(b) Plans for the removal of any tree, or the clearing of any lot, shall show the location of any existing vegetation and shall indicate the reason for its removal.

(c) Plans for excavation, grading, removal of dirt, or alteration of natural drainage shall indicate the topography of the existing ground and the reason for modification.

Section 4. Criteria for Approval. Within ten (10) days of submission, the Board or ACC will approve/modify/disapprove the request unless additional information is required. Approval of the plans and specifications may be withheld or conditioned if the proposed action is at variance with these Covenants, other covenants covering the property, or design guidelines adopted by the Board, ACC or city codes. Approval may also be withheld or conditioned if, in the opinion of the Board or ACC, the proposed action will be detrimental to the community because of the grading and drainage plan, location of the improvement on the lot, color scheme, finished design, proportions, size of home, shape, height, style, materials, proposed outdoor lighting, landscape plan, or impact on view rights. Upon failure of the Committee or its designated representative to approve or disapprove any application for a period of thirty (30) days after it has been submitted in writing to the Board or the chairman of the Committee or its designated representative, such application will be deemed to have been approved, provided the same does not violate any general restriction or any public law, city code or regulation applicable to the property.

ARTICLE VI

Front/Rear/Side Site Line Requirements (July 28, 1982 Amendment)

No building or structure, including porches, garages or carports shall be erected, placed or maintained on any lot less than twenty-five (25) feet from the front line thereof, and said building or structure shall in all cases, face to the front of the lot. In cases of corner building sites, a building may front on either of the two streets adjoining said property, subject to the approval of the

Architectural Control Committee, but the set-back line of twenty-five (25) feet shall apply to each of the said streets. No main building or structure, or any projecting portion thereof, such as porches, chimneys and bay windows, shall be placed closer to any rear site line than thirty (30) feet; provided, however, that in the case of irregularly shaped sites, the Board or the ACC shall have the right to waive the provisions hereof concerning distance from rear line and side lines.

ARTICLE VII

Use Restrictions

Section 1. All lots, except for Lots 55, 56, and 57, shall be used solely and exclusively for private one-family residences, with appurtenant garages as hereinafter provided. Lots 55, 56, and 57 may be used for either private one-family residences or for duplex style two-family residence buildings and their appurtenant garages.

Section 2. Except as has been provided above with reference to Lots 55, 56, and 57, a building site shall consist of not less than one (1) lot as shown on the recorded plat. No lot shall be divided except for the purpose of attaching portions to adjacent building sites.

Section 3. Where it is architecturally possible in the determination of the Architectural Control Committee or Board, all garages shall be incorporated in or made a part of the dwelling units.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except dogs, cats, or other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. Animals must be on leashes when walking and animal waste must be disposed of by the pet owner.

Section 5. No building or structure shall be moved onto the property from any land outside said subdivision. No trailers shall be maintained on any building site as a residence. No building of any kind shall be erected or maintained on a lot prior to the erection of an approved dwelling house thereon.

Section 6. Except with the written approval of the Board or the Architectural Control Committee, lot owners at no time shall keep or permit to be kept on their premises any house trailer, commercial truck, camper, mobile home, boat, boat trailer, or like equipment unless housed within a garage or suitably screened from view from the street. No vehicles which may be undesirable to other lot owners (in the opinion of the Board or the Architectural Control Committee) shall be allowed to be parked on any lot or street within the property.

Section 7. The work of construction of all buildings 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 the date of commencement of the construction unless prevented by a cause beyond the owner's control.

Section 8. No garbage, refuse, rubbish or cutting shall be deposited on or left on any lot unless placed in an attractive container suitably located and screened from public view except within twenty-four (24) hours before and after designated area garbage pick-up. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction and then such materials shall be placed within the property line of the lot upon which said structures are to be erected, and shall not be placed in the street.

Section 9. No signs of any kind nor for any uses, except public notice by a political division of the State or as required by law, shall be erected, posted, painted or displayed on any building site in this subdivision whatsoever; provided, however, that any builder or his agent may erect and display signs during the period he is building and selling property in the subdivision and that any owner or his agent wishing to sell his or her home may place one (1) sign, not larger than six hundred (600) square inches, advertising the property for sale or rent.

Section 10. Oil drilling or oil development operations, refining, mining operations of any kind or the operations of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on any of the building sites of the property.

Section 11. No clothesline shall be located on a residential lot so as to be visible from the streets, dwelling houses on other residential lots, or open space areas.

Section 12. No radio, television, cell antennae or satellite dish of any kind which may be undesirable to other lot owners (in the opinion of the Board or the Architectural Control Committee) shall be installed or erected on any residential lot.

Section 13. Except with the written approval of the Board or the Architectural Control Committee, 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 or the Architectural Control Committees have been completed.

Section 14. Each and every owner shall install or have installed within nine (9) months of occupancy or closing, whichever is sooner, landscaping of the front and side yards of the property. The owner shall submit sketches or plans to the Board or the Architectural Control Committee and receive approval of said plans before installation.

Section 15. Each builder or initial lot owner of each and every residential lot within the property, after purchasing the lot from the Declarant, shall install on each lot or cause to be installed, a mail box stand and a post light in a color, design, and location to be approved by the Board or the Architectural Control Committee. Said post lights shall be installed on each and every residential lot at a distance not to exceed forty (40) feet from the center of the roadway on which said residential lot shall front; except in those cases where the residential lot fronts on a cul-de-sac, then the post lights shall be located at a distance not to exceed sixty-five (65) feet from the center point of said cul-de-sac.

Section 16. All common areas shall be maintained by the Association. No changes in landscaping, nor removal or trimming of trees, lawns, or shrubs will be permitted within the common areas without written authorization of the Board or the Architectural Control Committee. Should it become necessary to thin foliage or remove certain growing or dead trees or brush within

these common areas for the purpose of improving the quality of life or safety within the property, then the owner or owners of those lots desiring to thin foliage or remove certain trees should submit a written statement as to the reason for removing this plant life along with a drawing delineating those trees or plants to be removed. The Board or the Architectural Control Committee shall within thirty (30) days review and act to either approve or disapprove the request in writing. Because these areas are common to all homeowners, not just the adjacent properties, it is incumbent on the Board or ACC to notify Association members of any action related to the common areas excluding those actions deemed by the Board or ACC to be of an emergent nature.

Section 17. The Board of Directors shall have jurisdiction over activities permitted in the development and common areas. In the event of disputes or complaints, Association members are encouraged to attempt resolution with the affected parties. If resolution cannot be accomplished, all disputes, complaints or matters of change in existing or future use restrictions must be submitted to the Board of Directors for resolution on Form B, Homeowners Association Complaint, of the Appendix, as follows:

- (a) Association member(s) shall complete Form B, Homeowners Association Complaint, and submit it to the Board of Directors.
- (b) The Board shall respond in writing to the Association members involved within fifteen (15) days and outline any action taken including copies of any letters sent and a timeline for compliance if a violation of the Association rules has occurred.
- (c) If the Association member found to be in violation does not comply with the Board's request within the set timeline, the Board will send a second written request with a new timeline for compliance.
- (d) If the violator still does not comply, legal action will be initiated and the violator will be notified in writing of the action taken and referred to Article XII, Section 2 of the Declaration. Legal fees and other expenses will be the responsibility of the violator as stated in the By-Laws, Article X, Assessments.

ARTICLE VIII

Insurance Requirements

The Association shall continuously maintain such insurance as may be required for a project of this kind by Federal National Mortgage Association, Federal Housing Administration, and Veterans Administration, so long as any of them are mortgagee or owner of a lot within the project.

ARTICLE IX

Damage or Destruction

Section 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 and/or condition. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

Section 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 reconstruction. 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 two-thirds (2/3) of the total voting membership, 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 areas in accordance with the original plans shall not be permitted without the prior approval of two-thirds (2/3) of the total voting membership.

ARTICLE X

Condemnation

In the event of a partial condemnation of the common areas, the proceeds shall be used:

- (a) To restore the remaining common area
- (b) The balance shall be distributed pro-rata among the owners and their mortgagees.

In the even 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.

ARTICLE XI

Mortgagees' Protection

Section 1. As used in this Declaration: (1) "mortgage" includes any deed of trust or other security instrument; (2) "mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest; (3) "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and (4) "institutional holder" means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 2. The approval of two-thirds (2/3) of the total voting membership shall be required for any of the following:

- (a) The abandonment or termination of the PUD status of the project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(b) The effectuation of any decision by the owners association to initiate or terminate professional management and assume self-management of the project. Any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

(c) Partitioning or subdividing any lot.

(d) 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.

Section 3. The holder or insurer of a first mortgage on a lot (as well as the owners) shall be entitled to timely written notice of:

- (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 By-Laws 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 proposed abandonment or termination of the PUD status of this project
- (e) Any material amendment of this Declaration or to the Articles of Incorporation or By-Laws of the Association.

Section 4. The holder or insurer of a first mortgage on a lot shall be entitled to, upon written request:

- (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 Association and be permitted to designate a representative to attend all such meetings.

ARTICLE XII

General Provisions

Section 1. Binding Effect. All present and future owners or occupants of lots shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and Articles of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any lot shall constitute an agreement that the provisions of this Declaration, the By-Laws and Articles 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. Failure to comply with this Declaration, the Articles of Incorporation and By-Laws shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association, or by a particular aggrieved owner.

Section 2. Enforcement. The Association or any owner or the holder of any recorded mortgage on any part of the property shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If a homeowner is found to be in violation of the Articles, By-Laws or Declaration of the Association, all costs and reasonable attorney's fees for any such action shall be incurred by that homeowner. Failure by the Association or by any owner or mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration ran for the initial 20 years from July 7, 1982 and are automatically extended for successive periods of ten (10) years thereafter. Any material amendment to this Declaration or to the Articles of Incorporation or By-Laws of the owners association, including, but not limited to, any amendment which would change ownership interests of the owners in this project, change the interest or obligation of any individual owner for the purpose of levying assessments or charge or for allocating distributions of hazard insurance proceeds or condemnation awards may be added with date and number by an instrument signed by the owners of seventy-five (75%) percent of the total voting power. Any amendment must be recorded.

Section 5. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, we, being all of the directors of HERONWOOD HOMEOWNERS ASSOCIATION, acting pursuant to a general membership vote conducted on the effective date of August 20, 2003, have hereunto set our hands this 24 day of JANUARY 2004.

Kevin Stevens
Kevin Stevens, Director

Mitchell Blafney
Mitchell Blafney, Director

Betty Schwingler
Betty Schwingler, Director

EXHIBIT "A"
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 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, and 57, together with open space Tracts A, B, and C in the Amended Plat of Quail Run Estates according to Plat recorded under Pierce County Auditor's Fee Number 8206140202. Situated in the County of Pierce, State of Washington.

APPENDIX

FORM A --- Architectural Modification Request

Please return the completed form and all required documents to: Heronwood Estates Homeowners Association, PO Box 2225, Gig Harbor, WA, 98335. No work may commence until written approval has been granted as provided in the Declaration.

NAME OF OWNER _____

ADDRESS _____ Lot # _____

TELEPHONE NUMBERS (home) _____ (work) _____

In accordance with the Declaration of Covenants, Conditions and Restrictions of the Heronwood Estates Homeowners Association, I/We hereby apply for written consent to make the following modifications or additions.

DESCRIPTION/DIAGRAM OF MODIFICATIONS REQUESTED. Please include a detailed description and diagram where applicable. If more space is needed, attach a separate sheet.

SIGNATURE OF OWNER _____ DATE _____

Action by the Board of Directors or Architectural Control Committee

Date request received _____

Approved as requested.

Approved subject to the following conditions/modifications.

Disapproved for the following reason(s).

Date of notification to owner _____

Signed by _____ Position _____

Signed by _____ Position _____

Signed by _____ Position _____

APPENDIX
FORM B --- Homeowners Association Complaint

Please return the completed form and all required documents to: Heronwood Estates Homeowners Association, PO Box 2225, Gig Harbor, WA, 98335.

OWNER SUBMITTING COMPLAINT _____

ADDRESS _____ Lot # _____

TELEPHONE NUMBERS (home) _____ (work) _____

In accordance with the Declaration of Covenants, Conditions and Restrictions of the Heronwood Estates Homeowners Association, I/We hereby apply for written Architectural Evaluation of the following:

NAME, ADDRESS AND LOT # OF SUSPECTED VIOLATOR

DESCRIPTION/DIAGRAM OF SUSPECTED VIOLATION. Please include a detailed description and diagram where applicable. Make note of the specific Articles, By-Laws or Covenants that are believed to be in violation. If more space is needed, attach a separate sheet.

SIGNATURE OF OWNER _____ DATE _____

Action by the Board of Directors or Architectural Control Committee

Date complaint received _____

[] No violation of the Articles, By-Laws or Covenants has been determined.

[] A violation of the Articles , By-Laws or Covenants has been determined as follows:

Action taken, including timeline for compliance

Date of notification to owner submitting complaint _____

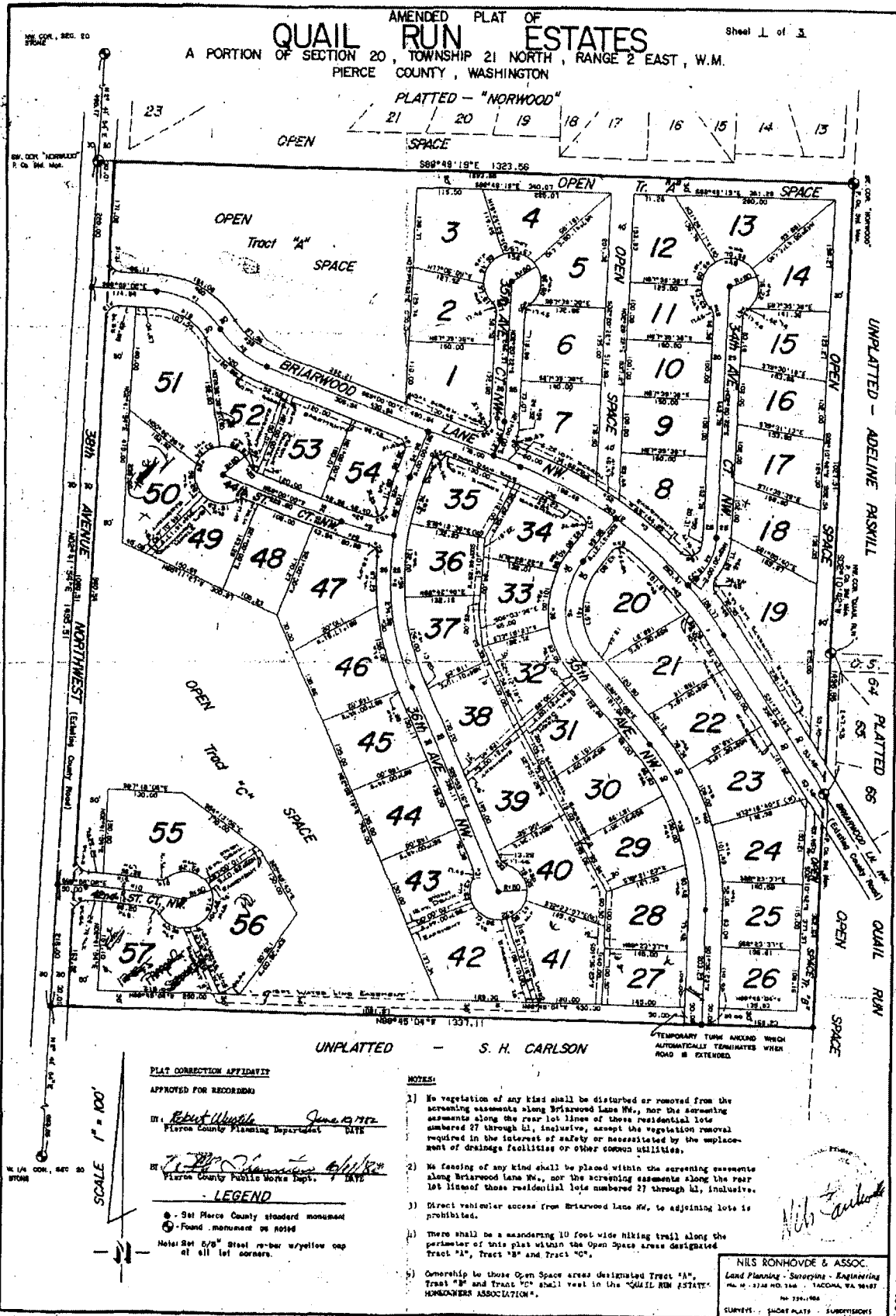
Date of notification to owner determined to be in violation _____

Signed by _____ Position _____

Signed by _____ Position _____

Signed by _____ Position _____

EXHIBIT B-Plat



B
 First Amended CC&R's
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