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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAWK CREEK RANCH

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HAWK CREEK RANCH**

This Declaration is made by the undersigned developer (hereinafter referred to as the  
"Declarant").

**BACKGROUND**

A. Declarant is the owner of real property located in Lincoln County and commonly known as Hawk Creek Ranch, which property is legally described on Exhibit "A" to this Declaration. At any time, Declarant may amend this Declaration and add additional real property to the property legally described on Exhibit "A" making the additional real property subject to this Declaration. Any reference in the Declaration to the "Property" shall be a reference to that portion of the Property described on Exhibit "A" and any additional property that Declarant may add in the future.

B. The real property described on Exhibit "B" to this Declaration is owned by Rothschilder, Inc. Rothschilder, Inc. declares that all of the real property described on Exhibit B shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions. The terms of this Declaration, and any of its amendments, shall be binding on all parties having any right, title, or interest in any part of the real property described on Exhibit "B" at any time, and shall inure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of any portion of the real property described on Exhibit "B", shall incorporate by reference all provisions of this Declaration. All references to the Property as used in this Declaration of Covenants, Conditions and Restrictions for Hawk Creek Ranch shall include reference to the real property owned by Rothschilder, Inc. and described on Exhibit "B."

C. The real property described on Exhibit "C" to this Declaration is owned by Kirk and Heidi Lent. Kirk and Heidi Lent declare that all of the real property described on Exhibit "C" shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions. The terms of this Declaration, and any of its amendments, shall be binding on all parties having any right, title, or interest in any part of the real property described on Exhibit "C" at any time, and shall inure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of any portion of the real property described on Exhibit "C", shall incorporate by reference all provisions of this Declaration. All references to the Property as used in this Declaration of Covenants, Conditions and Restrictions for Hawk Creek Ranch shall include reference to the real property owned by Kirk and Heidi Lent and described on Exhibit "C."

D. The real property described on Exhibit "D" to this Declaration is owned by James Barnett. James Barnett declares that all of the Property described on Exhibit "D" shall be held, sold, conveyed, and occupied subject to the following easements,

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restrictions, covenants, and conditions. The terms of this Declaration, and any of its amendments, shall be binding on all parties having any right, title, or interest in any part of the real property described on Exhibit "D" at any time, and shall inure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of any portion of the real property described on Exhibit "D", shall incorporate by reference all provisions of this Declaration. All references to the Property as used in this Declaration of Covenants, Conditions and Restrictions for Hawk Creek Ranch shall include reference to the real property owned by James Barnett and described on Exhibit "D."

E. Declarant desires to develop a residential community that promotes outdoor, recreational activity that seizes upon and extends the natural beauty of the surroundings.

F. Declarant desires to impose on the Property these protective covenants for the purpose of enhancing, protecting, preserving, and augmenting the natural environmental features of the Property in a manner that will benefit the public's interest in the natural environmental features and yet allow for the orderly development of the Property. Declarant desires to provide the Property and the future owners and occupants of the Property with the mutual protection and benefits of having uniform protective covenants that promote these goals.

G. Declarant will incorporate an Owners' Association to provide a means for meeting the purposes and intents set forth in this Declaration.

NOW, THEREFORE, Declarant declares that all of the Property described above shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, recreational aspects and attractiveness of the Property as well as enhancing, protecting, pursuing and augmenting the natural environmental features of the Property. The Property shall be developed and maintained as a residential community that provides for the enjoyment by Lot Owners, and their guests and invitees, of the beauty of the natural environment and the recreational activities offered in such a natural environment. The terms of this Declaration, and any of its amendments, shall be binding on all parties having any right, title, or interest in any part of the Property at any time, and shall inure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of any Lot, shall incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, the Association, the AAC, or any First Mortgagee of a Lot.

## ARTICLE I

### DEFINITIONS

Section 1. "Approval" shall mean the issuance of written approval, or any written waiver of approval rights, or the issuance of a letter of "no objection."

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Section 2. "AAC" shall mean the Architectural Approval Committee as described in this Declaration.

Section 3. "Association" shall mean the Hawk Creek Ranch Owners' Association, a Washington non-profit corporation, and its successors and assigns.

Section 4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 5. "Common Areas" shall mean all real property and improvements owned or leased by the Association, or in which the Association has an easement for maintenance (except in Lots and Limited Common Areas) for the use and enjoyment of the Members. Any real property defined as Limited Common Area on the Survey of Hawk Creek Ranch, shall not be considered Common Area.

Section 6. "Declarant" shall mean the undersigned owner of the Property, Kodiak LLC, and its successors and assigns; provided, however, that no successor or assignee of Declarant 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.

Section 7. "Declaration" means the covenants, conditions, and restrictions and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 8. "First Mortgagee" shall mean a lender who holds the first mortgage on a Lot and who has notified the Association of the lender's holdings.

Section 9. "Limited Common Area" shall mean all real property that is part of a Lot but over which all Members have an access easement for ingress, egress and recreational purposes. Limited Common Area includes all real property identified as Limited Common Area on the Survey of Hawk Creek Ranch and any improvements thereon, including trails.

Section 10. "Lot" shall mean any numbered plot of land shown on the Survey of Hawk Creek Ranch with the exception of any Common or Limited Common Areas.

Section 11. "Lot Owner" or "Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, but excluding contract sellers and those having an interest merely as security for the performance of an obligation.

Section 12. "Member" shall mean every person or entity who holds membership in the Association.

Section 13. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest.

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Section 14. "Natural Environment" shall mean "Natural" as that which is existing in or produced by nature and not artificial, and "Environment" as the complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that are part of the ecological system of the Property and the surrounding area.

Section 15. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 16. "Property" shall mean the Property as legally described on Exhibit "A" and as amended under the terms of this Declaration.

Section 17. "Survey of Hawk Creek Ranch" shall mean the Survey of Hawk Creek Ranch, recorded under Lincoln County Auditor's recording number 438727.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Voting. The Owners of each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members, but combined they shall have only one vote. The vote for any Lot shall be divisible and exercised as the Lot Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Voting may be carried out either in person, by United States mail, by fax, by electronic mail or by written proxy.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Lot Owner's Easements of Enjoyment. Each Lot Owner shall have a right and an easement of enjoyment in and to all Common Area, Limited Common Area and any easement granted to the Association and in any easement reserved on the Survey of Hawk Creek Ranch or in any other instrument of record, subject to the following provisions:

a. The right of the Association to suspend any Lot Owner's voting rights and right to use any community facilities for any period during which any assessment against the Lot Owner's Lot remains unpaid or the Lot Owner (or its invitee or tenant, etc.) is in material breach of this Declaration;

b. No Lot Owner shall in any way obstruct, restrict, or limit another Lot Owner's use of the roads, the Common or Limited Common Area or community easements by parking or storing any vehicle or structure or other item, or installing and/or constructing any building, structure or improvement which would obstruct use of the roads, the

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Common or Limited Common Area or community easements;

c. Any Lot Owner may delegate, in accordance with this Declaration, that owner's right to enjoyment of the easements and associated facilities to the members of the Lot Owner's family, invitees, and/or guests.

Section 2. Common Area. The Common Area shall be owned, insured and maintained by the Association for use by all Members. The Board of Directors shall be responsible for insuring and maintaining all improvements on the Common Area so that they are accessible and useable by all Members. The improvements on the Common Area include but are not limited to the Lodge building, the pool, the pool house and barbecue area, the tennis courts and the roads.

Section 3. Limited Common Area. The Limited Common Area is comprised of a portion of each Lot. All Members have access to all Limited Common Area. The Owner of the Lot from which any portion of the Limited Common Area originates shall not obstruct or interfere in any way with the full right of access to the Limited Common Area on that Lot or any other Limited Common Area. Declarant may install trails across the Limited Common Area that shall be used for hiking, walking, jogging, biking, horseback riding, cross-country skiing and any other pursuits approved by the Board of Directors. However, there shall be no motorized vehicles, of any nature, allowed on the Limited Common Area, except as necessary to maintain the trails. Motorized vehicles of every sort are specifically prohibited from access to and use of the Limited Common Area, except as directed by the Board of Directors for maintenance of the trails. The Association shall maintain the Limited Common Area so as to keep it open and useable by Members for sports and recreation appropriate to each season.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien - Personal Obligation of Assessments. Each Lot Owner agrees to pay to the Association annual assessments or charges, and special assessments and emergency assessments. These assessments are to be established and collected from time to time as provided for under this Declaration and the controlling documents of the Association. Any annual, special, and emergency assessments, together with interest, costs, collection costs, and reasonable attorney's fees (including those for appeals) shall be a continuing lien on the Lot against which such assessment is made and shall also be the joint and several personal obligations of all persons who hold an ownership interest in such Lot at the time when the assessment fell due. The Board shall have the right to publicly record a lien against title to a Lot evidencing the existence of this continuing lien. This provision shall be enforced in accordance with the provisions of Section 10 of this Article. The personal obligation for delinquent assessments shall pass to a successor in title if a lien has been recorded against title to the Lot by the time of conveyance of title or commencement of foreclosure or forfeiture proceedings against any holder of title to a Lot.

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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 in the Property, and for the improvement, maintenance, insurance and repair of Association easements and rights of way, Common Areas and Limited Common Areas and the improvements to the Common and Limited Common Areas, and for the payment of taxes on any Common Areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall be \$400 per Lot. Thereafter, from and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the annual assessment may be increased by approval of twenty-five percent (25%) of the Lot Owners, except that the Board of Directors may increase the annual assessments in any year by up to twenty percent (20%) without a vote of the Members. However, Declarant shall not be required to pay assessments on any Lot so long as Declarant is holding any such Lot for sale, and not as a Lot to be retained by Declarant. If Declarant does retain a Lot, then Declarant shall pay any assessments for any retained Lot as would any other Lot Owner, commencing with Declarant's decision to retain that Lot.

Section 4. Determination of Assessments. The Association shall not be required to return excess assessments for any year over and above actual expenses paid or incurred. Such excesses shall be placed in a reserve account in the Association's name to be used as the Board of Directors sees fit. Written notice of the annual assessment shall be sent to every Lot Owner. The assessment established for the prior year shall automatically be continued until such time as the Association and/or the Board votes to increase the assessment as set forth in Section 3 above. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any amendments to the Declaration, and shall be sufficient to establish an adequate reserve fund for the maintenance, insurance, repair, and improvement of the roads and any other Common and Limited Common Areas, plus any other costs or fees incurred by the Association.

Section 5. Paid Assessments. Paid assessments shall be promptly deposited in a commercial bank account selected by the Board of Directors, which account shall be clearly designated in the name of the Association. The Board of Directors shall be responsible for maintaining the account, giving notice of all assessments, collecting all assessments, and enforcing all assessments. Any withdrawals from the bank account shall require the signature of the President or Treasurer of the Board of Directors.

Section 6. Special Assessments. In case the annual assessment is insufficient for any reason, the Association shall have the authority to levy a special assessment or emergency assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any road or any Common or Limited Common Area, of any litigation in which the Association or Board is named as a party and/or the payment of legal fees incurred by the Association or the Board or to make up the deficiency in the reserve fund. Any special or emergency assessment must be approved by twenty-five percent (25%) of the Lot Owners.

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Section 7. Notice. Written notice of any meeting called for the purpose of taking any actions authorized under any section of this Declaration shall be sent to all members not less than fourteen (14) days and no more than sixty (60) days in advance of the meeting.

Section 8. Uniform Rate of Assessment. All annual, special, and emergency assessments must be fixed at a uniform rate for all Lots (subject to provisions for Declarant as set forth in Section 3 above).

Section 9. Due Dates of Annual Assessments. The annual assessments shall be due on the first day of July for each calendar year. A pro-rated initial annual assessment shall be paid by each new Lot Owner on the close of escrow for the sale of each particular Lot from Declarant. Special and emergency assessments shall be paid within thirty (30) days of the mailing of a request to pay the same, unless the Board of Directors establishes a different time period.

Section 10. Effect of Non-Payment of Assessments -- Lien Rights -- Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower. The Board of Directors on behalf of the Association may sue the Lot Owner personally obligated to pay and/or foreclose a lien against the Lot in the same manner as a mortgage of real property. If an attorney is retained, the Lot Owner liable for the assessment shall pay all of the costs and expenses, including reasonable attorney's fees (including those for appeals), all of which shall be secured by the lien.

Section 11. Non-Use. No Lot Owner may be exempt from that Owner's liability for contribution toward the common expense by waiver of the use of enjoyment of any of the Common Areas, Limited Common Areas or by abandonment of a Lot.

## ARTICLE V

### EASEMENTS

Section 1. Roadway/Utility/Drainage Easements. In addition to any easements reserved on the Survey of Hawk Creek Ranch or shown by any instrument of record, easements are reserved across any Lot where utilities, drainage courses, roads or trails are constructed or installed and are existing at the time of conveyance of the Lot from Declarant to the first Owner of the Lot. These easements are to be used for roadways, utilities, drainage, cross-country skiing, horseback riding, hiking, biking, jogging/walking and any other pursuit approved by the Board of Directors. The Association shall maintain, improve, repair, and control the area over, under, and above the easements. All Lot Owners shall have use of the easements, subject to any limitations established by the Board of Directors. Within these easements, no structures, plantings, or fill materials shall be placed or allowed to remain which may, in the opinion of the Board of Directors, damage or interfere with the installation and maintenance and purpose of the easements. These easements shall be perpetual, shall run with the land, shall be binding on and inure

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to the benefit of the Lot Owners and their heirs, successors, and assigns. The Board of Directors shall control use of the easements for the protection of the easements.

Section 2. 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 on any Lot to make emergency repairs necessary for the health, safety, and protection of the Property, or to do maintenance or repair work required under the terms of this Declaration, which has not been completed in a timely manner by any Lot Owner. This easement shall also run with the land and be binding on and inure to the benefit of the Association. Reasonable notice shall be given, except in emergency situations.

Section 3. Easement and Maintenance of Private Driveways. The driveway accessing a Lot may cross another Lot. To the extent a Lot is accessed (benefited) by a driveway that crosses (burdens) another Lot, the benefited Lot shall have a perpetual, non-exclusive right to use and maintain that driveway for ingress, egress and utilities. The benefited Lot Owner shall be solely responsible for the cost of maintaining the surface of the driveway and utility easement, unless both the benefited Lot Owner and the burdened Lot Owner use some or all of the easement, in which case, both the benefited Lot Owner and the burdened Lot Owner shall share equally in the cost of maintaining that portion of the easement used by both Owners. The benefited Lot Owner shall not fence or landscape the easement area in any manner except with the express approval of the burdened Lot Owner. Disputes over the use of shared driveways shall be resolved pursuant to the binding arbitration provision located in Article X, Section 3.

Section 4. Easement and Maintenance of Shared Wells. Water is or shall be provided to the Lots by private wells. Some of the Lots are or will be served by an individual well. Other Lots are or will be served by a well that serves two Lots. Regardless of the number of Lots served by a well, all Owners agree to abide by any restrictions imposed by any governmental authority regulating the use that may be made of real property surrounding well sites. The governmental authority may require a Lot Owner to record a restrictive covenant against title to the Lot Owner's Lot regarding the use that may be made of real property surrounding a well site and Owner hereby agrees to record any such restrictive covenants. Maintenance of individual wells is the sole and exclusive responsibility of the Lot Owner served by that individual well. Maintenance and the cost of maintaining shared wells shall be borne by the two Lot Owners served by the shared well, in equal portions. Both Lot Owners served by a shared well shall have a perpetual, non exclusive easement across the Lot of the other for the limited purpose of maintaining and servicing the well. If a shared well must be replaced, the parties may either drill a new shared well on either Lot or each Lot Owner may drill an individual well. However, if one of the Lots served by a shared well is incapable of supporting a replacement well and the other Lot is capable of supporting a replacement well, a new well shall be located on the Lot that is capable of supporting a shared well and the two affected Lot Owners shall have the same rights and obligations over the new well that they had over the original shared well located by Declarant. Disputes over the use of shared wells shall be resolved pursuant to the binding arbitration provision located in Article X, Section 3.

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Section 5. Easement for Government Personnel. A perpetual easement for access by police, fire, rescue, and other government personnel is reserved across all Common and Limited Commons Areas and easements, roadways, and Lots as is necessary or appropriate for the performance of public duties.

Section 6. Conveyance to Public Entity. The Board of Directors reserves the right to convey, at any time, to the relevant government agency, any portion of the easements, or to give any public utility an easement to install facilities such as power lines, gas lines, sewer lines, water lines, cable lines, etc, over, under and across Common and Limited Common Areas. All rights granted under this Section shall require approval by three-quarters of the Board of Directors.

## ARTICLE VI

### BOARD OF DIRECTORS

Section 1. Election of Board Members. The Association shall be managed by a Board of Directors, elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association. Notwithstanding the foregoing, the Developer shall have the right to appoint all Members of the Board of Directors and the AAC during the Development Period as discussed in Section 5 below. During the Development Period, Board Members need not be Owners or Members, except as noted in Section 5 below.

Section 2. Authority and Duties of Board. The Board shall have the authority and obligation to manage the Association and to take whatever action is necessary to fulfill the obligations of the Board and the Association as set forth in this Declaration, the Articles of Incorporation and the Bylaws of the Association.

Section 3. Standard of Care. So long as a Board Member or AAC Member has acted in good faith, without willful or intentional misconduct on the basis of such information as may be possessed by such person, then no such person shall be personally liable to any owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person.

Section 4. Indemnification. Each person who was or is made a party to or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding whether civil, criminal, administrative, or investigative, shall be indemnified and held harmless by the Association if that person is or was a Director of the Association or a member of the AAC. The person shall be indemnified if the basis of a proceeding is an alleged action occurring while the person was acting in an official capacity as a Director or AAC member. The Association shall indemnify and hold harmless to the full extent permitted by applicable law as then in effect, against all expenses, liability and loss (including, without limitation, attorney fees, judgments, fines, or penalties and amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. However, no person shall be released from liability or indemnified (i) for acts

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or omissions which involve intentional misconduct by the Director or a known violation of law by the Director, or (ii) for any transaction from which the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled. Further, no indemnification shall be provided under this Article to any such person if the Association is prohibited by the non-exclusive provisions of the Washington Non-Profit Corporation Act or other applicable law as is then in effect from paying such indemnification. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of the proceeding shall be made to or on behalf of a Director or AAC member only on delivery to the Association of a written agreement, by or on behalf of such Director or AAC member, to repay all amounts so advanced if it shall ultimately be determined that such Director or AAC member is not entitled to be indemnified under this Article or otherwise, which agreement may be unsecured and may be accepted without reference to financial ability to make repayment.

Section 5. Declarant's Special Rights During Development Period. During Development Period, the Declarant shall have the right to appoint all Members of the Board of Directors. Not later than 36 months after the recording of this Declaration, Declarant shall appoint at least one Member of the Board of Directors from the Owners of property within Hawk Creek Ranch, other than Declarant. Upon termination of the Development Period, the Declarant shall provide written notice to all Owners advising that the Development Period has expired and establishing a time and place for a Members' meeting to elect a replacement Board of Directors. For purposes of this Declaration, the "Development Period" shall mean the time from recording of this Declaration until the earliest of the following events: (a) the date on which the Declarant has transferred title on the last Lot to an Owner other than the Declarant; or (b) June 1, 2010; or (c) the date on which the Declarant relinquishes its Declarant rights in writing.

## ARTICLE VII

### ARCHITECTURAL APPROVAL COMMITTEE

Section 1. Appointment. An Architectural Approval Committee ("AAC") consisting of not less than three (3) and no more than seven (7) persons shall be appointed by the Board of Directors or the Declarant as set forth in Article VI. Each member shall hold office until that member resigns, is removed, or until a successor has been appointed by the Board of Directors or the Declarant and deemed qualified.

Section 2. Duties. Unless limited by the Board of Directors, the AAC shall have the authority to review and act on behalf of the Association and the Board of Directors in all matters relating to enforcement of the protective covenants listed in this Declaration or the use, blockage, or limitation of any easement referred to in this Declaration, or the enforcement of any other decision of the Board of Directors which the Board of Directors designates to the AAC. However, this designation of authority to the AAC does not remove or limit in any way the authority of the Board of Directors to at any time enforce

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the provisions of this Declaration, the Articles and Bylaws of the Association, or other rules and regulations established by the Board of Directors. In addition, the AAC shall have the authority to review and act on proposals and plans submitted by Owners for the improvement of a Lot.

Section 3. Meetings; Compensation. The AAC 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 AAC shall not receive any compensation for their services. However, all members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any AAC duties.

Section 4. Non-Waiver. Approval by the AAC of any plans, drawings, or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval. However, approval shall not be unreasonably withheld.

Section 5. Liability. Neither the AAC nor any of its members shall be liable to the Association or to any Lot Owner for any damage, loss, or prejudice resulting from any action taken in good faith on a matter submitted to the AAC for approval, nor shall the AAC nor any of its members be liable to the Association or to any Lot Owner for failure to approve any matters submitted to the AAC. The AAC or its members may consult with the Association or any Lot Owner with respect to any plans, drawings, or specifications, or other proposals submitted to the AAC.

Section 6. Adoption of Guidelines. The AAC 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 Property. If such guidelines are adopted, they shall be available to all members on request.

## ARTICLE VIII

### AAC APPROVAL PROCEDURES

Section 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 AAC:

- a. The construction or erection of any residence, fence, wall or other structure;
- b. The remodeling, construction or alteration of any residence, fence, wall or other structure.

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

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Notwithstanding any provision of this Declaration, no action taken by Declarant to develop the Property or improve the Common or Limited Common Areas in accordance with the development plan shall require the approval of the AAC.

Section 2. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the AAC two sets of building elevation plans and specifications 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 and proposed landscaping. At the request of the AAC, the persons submitting such plans shall locate stakes on the Lot which indicate the corners of the proposed structure.

Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, one copy of which shall be delivered to the owner of the Lot on which the proposed action is to be taken. The AAC 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 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 Property, or design guidelines adopted by the AAC. Approval may also be withheld or conditioned if, in the opinion of the AAC, the proposed action would be detrimental to the community because of, but not limited to, the following: location of the improvement on the Lot, color scheme, finished design, height, style, materials, outdoor lighting proposed, landscaping plan, or impact on views.

Section 4. Failure to Approve. In the event that the AAC fails to approve or disapprove an action within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5. Conformity with Approved Plans. It shall be the responsibility of the AAC, and the AAC shall have the right (but not the obligation) to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination should be made within sixty days of the completion of the action. If the AAC determines that the action does not comply with the plans and specifications as approved, the AAC shall notify the Lot Owner within that sixty-day period, and the Owner, within such time as the AAC shall specify, but not less than thirty days, shall either remove or alter the improvement or take such other steps as the AAC shall designate. If no action by the AAC is taken within sixty days of the date of completion of the improvement, the action shall conclusively be deemed to be satisfactory to the AAC.

Section 6. Because the Property includes land with many different characteristics and conditions, the AAC may allow a variance of the Protective Covenants, other covenants covering the Property or design guidelines adopted by the AAC if the variance is approved by a majority of the members of the AAC. All decisions shall be final.

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VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

ARTICLE IX

PROTECTIVE COVENANTS

Section 1. Recreational/Residential Use. Lots shall be used solely for recreational and residential use, except as provided for in this article. Although Lot Owners having no permanent residential improvements on their Lots may use trailers, motor homes and other similar recreational vehicles that are no more than ten years old and no less than twenty feet in length, such recreational vehicles cannot be used for more than ninety days during any calendar year, unless the Owner is actively constructing a permanent residential improvement on the Lot, in which case, the recreational vehicle may be used for up to 24 months, during active construction. Under no circumstances shall any recreational vehicle be installed in a permanent manner. The temporary structure shall promptly be removed at or before the end of the time periods set forth in this Section.

Section 2. Mobile Homes. No mobile or manufactured homes shall be used or installed on any Lot.

Section 3. Residences/Outbuildings. The exterior siding materials of all improvements, including residences and out buildings, must be wood (or a composite material with the appearance of wood), brick, stone or stucco. All improvements, including residences and out buildings must be painted or stained with earth tone colors that blend with the natural surroundings. There shall be no more than one primary residential structure and one additional dwelling structure constructed on any Lot.

Section 4. Fences. Fencing shall be wooden board or wooden rail fencing only. Fencing shall not exceed six feet in height. Electric wire fencing shall be allowed only for the purpose of retaining animals and only when it is used in conjunction with wooden board or wooden rail fencing so that the electric wire is concealed by the wood fencing and so that the electric wire is not the only fencing intended to retain the animals. Under no circumstances shall any Owner fence or obstruct access to any Common or Limited Common Area in any manner.

Section 5. Hunting/Poison. No hunting shall be allowed on the Property, whatsoever, whether by use of firearms, bows and arrows, traps, or any other means of catching or killing wildlife. Similarly, there shall be no discharge or firing whatsoever of any firearm or any hunting equipment of any sort. Pest and rodent control is allowed and is not affected by this provision. Rat or mice poison may be used where it is not a danger to wildlife.

Section 6. Further Subdivision of Lots. No Lot may be subdivided, nor may boundary line revisions be used in order to create a new Lot except that Declarant may subdivide any Lot owned by Declarant and Declarant may assign the right to subdivide a Lot to the first Owner of that Lot, other than Declarant, in Declarant's sole and exclusive discretion. No divisions whatsoever may occur for purposes of sale or lease of any Lot, except as set forth in this Section.

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Section 7. Domesticated Animals. No pigs are allowed on any Lot. Dogs, cats, horses and domesticated animals are permitted subject to restrictions established and applied by the Board of Directors in a uniform and consistent manner for all Members. Any animal, whether household pet or farm animal, must be restrained to remain within the portion of each Lot that is under the exclusive control of the Lot Owner and shall not be allowed to roam freely into Common Areas or the Limited Common Areas of any Lot. All animals must be kept off the other Lots in the Property. Any animal causing a nuisance or unreasonable disturbance or danger to other Lot Owners or wildlife shall be permanently removed from the Lot within ten (10) days notice from the AAC. Any dispute as to the raising or keeping of animals shall be submitted to the AAC, and the decision of the AAC in all such matters shall be final. The number of horses on any Lot shall be no more than two (2) horses, unless approved by the AAC.

Section 8. Brush Picking. Lot Owners may pick brush on the portion of their Lots that is under the exclusive control of the Lot Owner. No Owner or Member shall remove vegetation from any Common or Limited Common Area.

Section 9. Commercial Enterprises. No commercial enterprises are allowed, except as approved by the Board of Directors. The Board of Directors shall have no authority to approve any commercial enterprise other than that which would be commensurate with the development of Hawk Creek Ranch under the terms of this Declaration. It is anticipated that some Lots may be used as a bed and breakfast residence. However, there shall be allowed no more than five (5) bedrooms in any bed and breakfast for use other than for the Owners. The authority to limit commercial uses shall lie with the Board of Directors and shall be broad and general.

Section 10. Rentals. No Lot Owner may rent or lease any portion of a Lot to a tenant until the Lot is improved with a permanent residential structure. For any leasing or rental, except for short term stay at a bed and breakfast, all tenants must sign a copy of this Declaration. Each Lot Owner hereby grants to the AAC the right to evict any tenant if that tenant is violating any term of this Declaration, or any of the rules or regulations established by the Board of Directors, or the Articles and Bylaws of the Association. Although it is the Lot Owner's duty to evict such a tenant, the AAC may do so if the Lot Owner fails to do so in a timely manner. Any costs and fees incurred by the AAC shall be a lien on the Lot Owner's Lot and shall be treated as a lien for unpaid assessments.

Section 11. Construction of Buildings. All buildings must meet with all zoning and building regulations of the relevant governmental agencies. Furthermore, all construction must be completed within two years of initiation of construction. All buildings must be placed in a manner to promote and protect the recreational goals of this Declaration as well as enabling Lot Owners to take advantage of the views. Whenever possible, homes shall be placed in a manner to have the least impact on wetlands and other areas considered sensitive by any governmental agency. In approving the placement of residences and other buildings, the AAC is given broad powers.

Section 12. View Protection. Trees planted by any Lot Owner may not interfere with the view of any other Lot Owner in the Property. In any dispute regarding view



protection, the AAC shall make final decisions.

Section 13. Garbage and Refuse. No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left on any Lot unless placed in a sanitary container and according to local regulations. Where reasonably possible, sanitary garbage containers should be screened from the view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Hazardous Materials. No hazardous materials, other than petroleum-based products used solely by the Lot Owner (such as oil and gas for consumption on the Property) shall be stored, used, or transported across the Property. The term "hazardous materials" as used in this provision, shall have the meaning provided by any local, state, or federal governmental agency, legislation or ordinance. Each Lot Owner shall be responsible for clean-up of any contamination or spill in accordance with all governmental regulations. If a Lot Owner fails to complete any such clean-up or remediation, the AAC may complete the clean-up or remediation after giving thirty (30) days written notice (except in emergencies where no notice is required) to the Lot Owner. The costs and fees associated with any such clean-up or remediation shall be a lien against that Lot Owner's Lot, and be treated the same as a lien for an unpaid assessment.

Section 15. Signs. No commercial signs or signs for any kind of advertising may be placed on any Lot, except as allowed by the AAC.

Section 16. Authority to Adopt Additional Rules and Restrictions. The Board of Directors shall have the authority to adopt additional written rules and restrictions governing the use of the Property, provided such rules and restrictions are consistent with the purposes of this Declaration. The Board of Directors shall also have the authority 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 on request. If sixty percent (60%) of the Lot Owners vote to not accept a rule or regulation, that rule or regulation shall be void.

Section 17. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Lincoln County Health Department, or other governmental agency of Lincoln County, Washington having authority and jurisdiction to approve the same.

Section 18. Motor Vehicles. No motor vehicles not currently licensed by a governmental authority or absent a fully functional and legal muffler system, shall be operated at any time on the private roads within the Property. No motorized vehicles are permitted in the Limited Common Areas except as necessary to maintain the trails. All terrain vehicles, snowmobiles and other off-road vehicles are prohibited in Hawk Creek Ranch.

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ARTICLE X

GENERAL PROVISIONS

Section 1. Binding Effect. All present and future Lot Owners or occupants shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such Lot 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 2. Enforcement. Any Lot Owner, the Declarant, and/or the Board shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Should any Lot Owner, the Declarant or the Board employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement (whether negotiated, stipulated, arbitrated, or determined by a court), including reasonable attorney's fees and costs (including those for appeals), shall be paid by the non-prevailing party.

Section 3. Arbitration. Should any dispute arise as to the terms of this Declaration, the dispute shall be resolved through arbitration according to the rules of Lincoln County if Lincoln County has a Mandatory Arbitration Program, or through any private arbitration service selected by the Board of Directors. In all circumstances, arbitration shall be final and binding, and the nonprevailing party shall pay all costs and fees, including reasonable attorney's fees and costs, including those for appeals. A copy of any judgment may be recorded in any county.

Section 4. Failure to Enforce. No delay or omission on the part of the Declarant, the Board of Directors, the AAC, or any Lot Owner in exercising any rights, power, or remedy provided for in this Declaration shall be construed as a waiver or acquiescence, and no action shall accrue, nor shall any action be brought or maintained by anyone against the Declarant or the Board of Directors or the AAC for failure to bring any action on account of any breach of these covenants, conditions, reservations, and restrictions, or for imposing restrictions which may be unenforceable by any of the above.

Section 5. 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 6. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the residential/recreational development.

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Section 7. Certain Rights of Declarant. For such time as Declarant shall own Lots for purposes of selling those Lots, there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any rules or regulations adopted by the Association (unless agreed to by Declarant) which:

- a. discriminate or tend to discriminate against the Declarant's rights as an Owner;
- b. change "Definitions" as set forth in this Declaration in a manner which alters Declarant's right or status;
- c. alter the character and rights of membership or the rights of Declarant as provided for in this Declaration;
- d. alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way;
- e. alter Declarant's rights as set forth in this Declaration and the Articles and Bylaws, such as relating to architectural controls, the right to appoint Members of the Board of Directors and the AAC, and assessments;
- f. alter the basis for assessments;
- g. alter the provisions of the use restrictions as set forth in this Declaration; or,
- h. alter the Declarant's rights in any way as they appear under this Article.

Section 8. Attorney's Fees. If any dispute arises regarding the terms and conditions or enforcement of any of the terms and conditions of this Declaration, or to determine the rights of any party claiming privity, the prevailing party shall be entitled to reasonable attorney's fees and costs, including those for appeals.

#### ARTICLE XI

#### ADDITIONAL DIVISIONS

Declarant, or Declarant's heirs, successors, or assigns, reserve the sole right to add other real property to the Property legally described on Exhibit "A" to this Declaration. Such property shall become subject to this Declaration on the recording of an amendment to this Declaration signed by Declarant, or Declarant's heirs, successors, and assigns. No notice shall be required to the Association, nor shall any vote be necessary.

#### ARTICLE XII

#### TERM

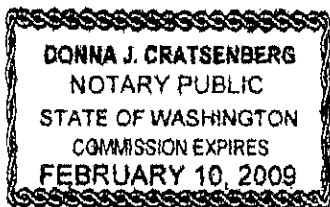
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended

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STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day personally appeared LYNN R. BARNETT to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, on behalf of KODIAK LLC, for the purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of January, 2007.

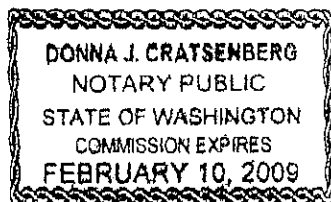


Donna J. Cratsenberg  
Donna J. Cratsenberg  
Notary Public in and for the State of Wash.  
Residing at Tacoma  
My Commission Expires: 2-10-09

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this 16th day of January, 2007, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared ROBERT ROTHSCHILLER to me known to be the President and Secretary of ROTHSCHILLER, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal for said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Donna J. Cratsenberg  
Donna J. Cratsenberg  
Notary Public in and for the State of Wash.  
Residing at Tacoma  
My Commission Expires: 2-10-09

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for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change the covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.


ARTICLE XIII


AMENDMENT

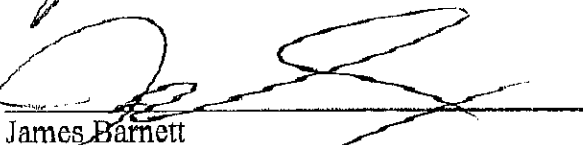
This Declaration and its covenants, conditions, and restrictions may be amended at any time by an instrument signed by Owners of at least sixty percent (60%) of the Owners (subject to Declarant's rights). Any amendment must be recorded. However, under no circumstances may this Declaration be amended in a manner to change any of Declarant's rights, without the approval of Declarant. Also, any amendment which attempts to change in any way the purpose and goal of the Declarant in establishing Hawk Creek Ranch as a recreational, residential community shall require approval of the Lot Owners owning ninety percent (90%) of all the Lots within the Property.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 16th day of January, 2007.


KODIAK LLC


  
By: Lynn R. Barnett, its managing member

  
Kirk Lent

  
James Barnett

ROTHSCHILLER, INC.

  
By: Robert Rothschiller, President

  
Heidi Lent

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EXHIBIT "A"

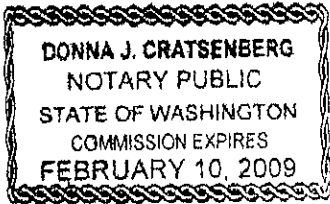
Lots 1-9, 11, 13-17, 20, 22, 23, 25-40 as depicted on that record of survey filed under Auditor's File Number 438727, records of Lincoln County, Washington.

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STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day personally appeared before me KIRK LENT AND HEIDI LENT to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17<sup>th</sup> day of January, 2007.

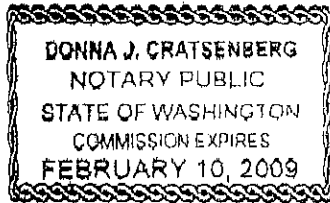


Donna J. Cratsenberg  
Donna J. Cratsenberg  
Notary Public in and for the State of Wash.  
Residing at Tacoma  
My Commission Expires: 2-10-09

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day personally appeared before me JAMES BARNETT to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mention.

GIVEN under my hand and official seal this 16<sup>th</sup> day of January 2007.



Donna J. Cratsenberg  
Donna J. Cratsenberg  
Notary Public in and for the State of Wash.  
Residing at Tacoma  
My Commission Expires: 2-10-09

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EXHIBIT "B"

Lots 10, 12 and 18 as depicted on that record of survey filed under Auditor's File Number 438727, records of Lincoln County, Washington.

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EXHIBIT "C"

Lot 21 as depicted on that record of survey filed under Auditor's File Number  
438727, records of Lincoln County, Washington

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EXHIBIT "D"

Lots 17, 19 and 24 as depicted on that record of survey filed under Auditor's File Number 438727, records of Lincoln County, Washington.

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Auditor File #: 2011 0459427

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LINCOLN COUNTY, WASHINGTON  
SHELLY JOHNSTON, AUDITOR

Return Address

Lynn Barnett  
3020 South Union Avenue  
Tacoma, WA 98409

**RE-RECORD TO CORRECT RECORDING NUMBER FOR COVENANTS**

Please print or type information.

**Document Title(s)** (or transactions contained therein):

1. First Amendment to Declaration of Covenants, Conditions and Restrictions

**Grantor(s)** (Last name first, then first name and initials)

1. Kodiak LLC.

**Grantee(s)** (Last name first, then first name and initials)

1. The Hawk Creek Home Owners Association.

**Legal Description** (abbreviated: *i.e.*, lot, block, plat or section, township, range)

Part of Sections 7 & 8, Township 36 North, Range 36 East WM  
Legal Description on Page 1 of Document.

**Reference Number(s)** of Documents Amended: 2007 ~~04387~~ 0443816

and 2009 0453925

Additional Reference Numbers on Page \_\_\_ of Document.

**Assessor's Property Tax Parcel/Account Numbers:** 2636-800-100110, 2636-800-100120,  
2636-800-100130, 2636-800-100140, 2636-800-100150, 2636-800-100160, 2636-800-  
100170, 2636-800-100180, 2636-800-100190, 2636-800-100200

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LINCOLN COUNTY, WASHINGTON

VOL 104 PAGE 4368

~~D/COV~~

~~Recorded at the request of:~~

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~~on 12/01/2009 at 14:45~~

~~Total of 3 page(s) Fee: \$ 64.00~~

~~LINCOLN COUNTY, WASHINGTON~~

~~SHELLY JOHNSTON, AUDITOR~~

Return Address
Lynn Barnett
3020 South Union Avenue
Tacoma, WA 98409

**RE-RECORD TO CORRECT RECORDING NUMBER FOR COVENANTS**

Please print or type information.

<b>Document Title(s)</b> (or transactions contained therein): 1. First Amendment to Declaration of Covenants, Conditions and Restrictions
<b>Grantor(s)</b> (Last name first, then first name and initials) 1. Kodiak LLC.
<b>Grantee(s)</b> (Last name first, then first name and initials) 1. The Hawk Creek Home Owners Association.
<b>Legal Description</b> (abbreviated: <i>i.e.</i> , lot, block, plat or section, township, range) Part of Sections 7 & 8, Township 36 North, Range 36 East WM Legal Description on Page 1 of Document.
<b>Reference Number(s)</b> of Documents Amended: 2007 <del>044387X</del> 0443816  <input type="checkbox"/> Additional Reference Numbers on Page ___ of Document.
<b>Assessor's Property Tax Parcel/Account Numbers:</b> 2636-800-100110, 2636-800-100120, 2636-800-100130, 2636-800-100140, 2636-800-100150, 2636-800-100160, 2636-800-100170, 2636-800-100180, 2636-800-100190, 2636-800-100200
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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~~2009 0453925~~ PAGE ~~1~~ OF ~~3~~  
LINCOLN COUNTY, WASHINGTON

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWK CREEK HOMEOWNERS ASSOCIATION**

This First Amendment to the Declaration of Covenants, Conditions And Restrictions, is made by Kodiak LLC, (the "Declarant") amending the Declaration of Covenants, Conditions And Restrictions, recorded under Okanogan County Auditor's File No. 2007 ~~0443377~~ <sup>8443377</sup> (the "Declaration"). Article XI of the Declaration authorizes the Declarant to amend the Declaration to add additional real property to the real property already encumbered by the Declaration. The Declarant now seeks to amend the Declaration.

THEREFORE, the Declarant amends the Declaration as follows:

The following legally described real property is added to the real property legally described on Exhibit A to the Declaration at the time the Declaration was recorded. This newly added real estate shall be held, sold, conveyed and transferred the same as if it had been included in the real property affected by the Declaration at the time the Declaration was recorded.

The newly encumbered real property is legally described as follows:

The West half of the Southeast quarter of the Northwest quarter;

ALSO the East half of the Southeast quarter of the Northwest quarter;

ALSO the Southwest quarter of the Northwest quarter;

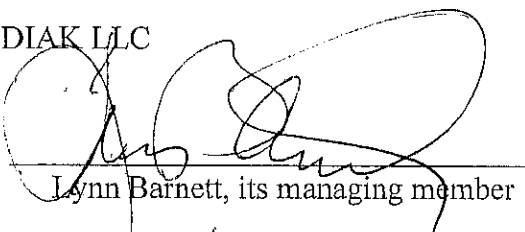
All in Section 8, Township 26 North, Range 36 E.W.M.

ALSO the East half of the Southeast quarter of the Northeast quarter of Section 7, Township 26 North, Range 36 E.W.M.

Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned attests and certifies that it is the Declarant of the Hawk Creek Homeowners Association causing this First Amendment to be executed this 30th day of November, 2009.

KODIAK LLC

By:   
Lynn Barnett, its managing member

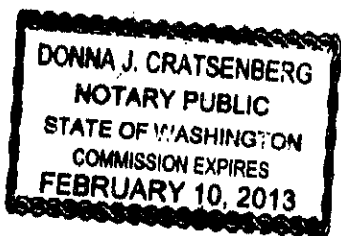
Date: 11/30/09

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this day personally appeared before me Lynn Barnett, to me known to be the person who executed the within instrument, as the managing member of Kodiak LLC and acknowledged the said instrument to be the free and voluntary act and deed of Kodiak LLC, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of November, 2009.

Donna J. Cratsenberg  
Donna J. Cratsenberg



Notary Public in and for the State of Washington, residing at Sacoma.  
My appointment expires: 2-10-13.

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LINCOLN COUNTY, WASHINGTON

# RECEIPT AND AGENT CERTIFICATION

Important: READ CAREFULLY

## RECEIPT

Name of subdivision: **HAWK CREEK RANCH**

We must give you a copy of this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt you acknowledge that you have received a copy of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Received by \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

## AGENT CERTIFICATION

I certify that I have made no representations to the person(s) receiving this report which are contrary to the information contained in this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Parcel No. \_\_\_\_\_ Name of Salesperson \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_