

DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

STONE BROOK DIVISIONS 1 & 2

THIS INDENTURE AND DECLARATION running with the land, made this day of March 19, 1988, by Tucci & Sons, Inc., a Washington State Corporation ("DECLARANT"),

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as STONE BROOK DIVISION 1, consisting of Lots 1 through 65 (the "Lots"), as recorded in Volume 140 of Plats, pages 57 through 60, inclusive, under Auditor's Number 8802220692 records of King County, Washington; and STONE BROOK DIVISION 2 to be recorded at later date and amended hereto.

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE 1

- 1.1 DECLARATION. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenement.
- 1.2 TERM. This Declaration shall be effective for an initial term, expiring December 31, 2008, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration.
- 1.3 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by DECLARANT and remain in office until such time as seventy-five percent (75%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the homebuilder

to a consumer. At any time prior to the resale of seventy-five percent (75%) of the Lots to the consumer, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. The initial ACC shall consist of Tucci & Sons, Inc. a Washington State Corporation which hereby designates JOHN XITCO and DAVID MORRISON, 4224 Waller Road, Tacoma, Washington 98443, as the persons to act on behalf of the ACC.

## ARTICLE II

- 2.1 EASEMENTS. On each Lot, an easement is reserved under and upon five foot strips of land parallel and adjacent to front and rear boundary lines and to side street boundary lines, and under and upon two and one-half (2-1/2) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional utility easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to Utilities services improvements located therein which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted onsite and rear property lines as approved by the A.C.C.
- 2.2 SETBACKS. No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by King County, except for lots 1, 13, 14, 23, 25, 34, 38, 39, 45, 46, 51, 52, 57, 58 & 65 which may have additional set back regulations. For the above listed lots, the ACC reserves the right to dictate the building set backs for front, side, and rear lot lines. Builder must have specific written approval from the ACC on the placement of the house prior to commencing construction.

## ARTICLE III

- 3.1 SITE PREPARATION. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 4224 Waller Road, Tacoma, Washington 98443, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.
- 3.3 CONSTRUCTION TIME. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. The landscaping to be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to lot line.
- 3.4 SIZE OF IMPROVEMENTS. Single family dwelling units, excluding covered parking, porches, and eaves shall have a living area of not less than 1,900 square feet for multi-level construction. Single-level dwellings must have a living area of not less than 1820 square feet.

**The following shall apply to lots 1 through 31 of Stone Brook Division 2 only: Single family dwelling units, excluding covered parking, porches, and eaves shall have a living area of not less than 2,400 square feet for multi-level construction. Single-level dwellings must have a living area of not less than 2,300 square feet.<sup>[1]</sup>**

- 3.5 ROOFS. **Roofs on all buildings must be finished with: a) cedar shakes or cedar shingles of at least medium weight, or b) asphaltic composition roofing material provided the product selected has a minimum weight of 460-lbs/square and meets all other reasonable parameters/requirements as the Board of Directors may adopt as Rules &**

Regulations for this class of material, or c) any other material approved for use in writing by the ACC prior to construction. Any and all requests for roofing replacements must be submitted to the ACC for approval as to material, color, contractor, etc. on the required form. The ACC will neither consider nor approve any requests for installation of either a flat roof or of a tar and gravel roof. The HOA may require the immediate cessation of commenced work and/or the immediate replacement of any roofing material applied or being applied that was not specifically submitted to and approved by the ACC.<sup>[11]</sup>

d.

3.6 DRIVEWAYS. All driveways shall be concrete with an exposed aggregate finish unless approval for use of other material is granted by the ACC.

3.7 FENCES. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building set back lines whichever is further from the street except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences bordering green belt areas shall be erected with the finished side facing the green belt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall conform to the sample diagram and specifications, a copy of which are attached hereto and incorporated herein by this reference and Exhibit "A".

**With regard to lot 9 of Stone Brook Division I the front lot line shall be deemed to be the portion of the lot adjacent to S.W. 328<sup>th</sup> Place. The owner of lot 9 shall be allowed to construct the standard fence on or within the side and rear lot lines. In the event that the owner constructs the fence within the rear lot line, the owner must receive written approval from the ACC on a "landscape plan" for that portion of his lot that is between the fence and the rear lot line. Said landscaping shall be of similar quality required for front yard landscaping.<sup>[2]</sup>**

3.8 GARAGES. Garages shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC.

3.9 "STICK BUILT" CONSTRUCTION. All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing and modular homes are specifically not permitted.

3.10 ANTENNA. No Lot owner shall be permitted to install, erect and/or maintain any antenna,

including satellite dishes, which is visible from the street, any adjoining lot and/or the green belt areas.

3.11 EXTERIOR FINISHES.

- A. **Siding** - The exterior siding of each home shall be cedar, brick, or Louisiana Pacific fiber board grade or better. Wood siding must be either 6" or 8" beveled. Any deviations must have written ACC approval prior to installation. [\[3\]](#)
- B. **Brick Facing** - All homes must have at least 100 square feet of masonry brick facing on the front elevation. In the event that a home has less than 100 square feet on the front elevation excluding window, doors, garage doors and their related sashes, the entire front elevation must have masonry brick facing. Brick fireplace and yard lights are excluded from the 100 square feet minimum. In the event a home has a brick planter box on the front elevation, only the front facing of the planter box is included in the 100 square feet minimum. [\[4\]](#)

The following applies to lots 1 through 31 of Stone Brook Division 2 only: All homes must have at least 150 square feet of masonry brick facing on the front elevation. In the event that a home has less than 150 square feet on the front elevation excluding windows, doors, garage doors and their related sashes, the entire front elevation must have masonry brick facing. Brick fireplaces and yard lights are excluded from the 150 square feet minimum. In the event a home has a brick planter box on the front elevation only the front facing of the planter box is included in the 150 square feet minimum. [\[5\]](#)

The following applies to lots 1 through 31 of Stone Brook Division 2 only: In the event that the home has exceeded all other requirements in the Covenants, upon written ACC approval, this requirement may be reduced to an amount no less than 100 square feet. [\[6\]](#)

- C. **Windows** - Windows may only be wood, "factory baked" enamel, or vinyl. No windows may be natural aluminum or silver colored. [\[7\]](#)
- D. **Fireplace** - All fireplaces must be of masonry construction. [\[8\]](#)

3.12 YARD LIGHT. Every lot is required to have a yard light in the front yard, which is to be located 5 feet from the inside of the sidewalk and 2 feet from the side of the driveway in which the front

door is located. The yard light and structural base shall be of the type specified as in attached Exhibit "B". The style, type, & color of the brick on the structural base must match the brick on the front of the house.

**3.13 HEIGHT RESTRICTIONS FOR LOTS 12 THROUGH 16 OF STONE BROOK DIV. 2. Lots 12 through 16, inclusive of Stone Brook Division 2 shall have certain height restrictions as to not impede the views from lots 18 through 25 of Stone Brook Division 2. Contact the ACC Committee for specific height limitations. [\[9\]](#)**

ARTICLE IV

- 4.1 BUSINESS & COMMERCIAL USE. Except model homes or Declarant's sales office, no Lot shall be used for other than one detached single family dwelling with parking for not more than three cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot.
- 4.2 MAINTENANCE OF STRUCTURES & LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or BUILDER with respect to individual cul-de-sacs and/or streets.
- 4.3 VEHICLES. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motorhomes, trucks in excess of 3/4 ton, and trailers - whether operable or not - of any kind, shall be parked, stored, maintained, or constructed on any Lot or street in such a manner as to be visible from the street or neighboring lots.
- 4.4 PETS. No animals or fowls shall be raised, kept, or permitted on any Lot except domestic dogs, cats, and caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred, or raised for commercial purposes or in unreasonable numbers. No such household pet which is or

becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot.

- 4.5 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.
- 4.6 NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.
- 4.7 WATER AND SEWAGE SYSTEMS. Private wells and water supply systems and private sewerage (septic) systems are prohibited.
- 4.8 TEMPORARY RESIDENCE. No mobile home, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence. Declarant's sales office is the only temporary structure which shall be allowed.
- 4.9 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.
- 4.10 MAILBOXES. DECLARANT will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location with reasonable proximity to the dwellings served thereby. Thereafter Lot owners shall be obligated to maintain, repair or replace their respective mailboxes.
- 4.11 SIGNS. **All signs and advertising devices for display to public view are prohibited except one standard Stone Brook sign which matches the diagram attached. See exhibit "A". The only exception to this is one temporary "A board" sign which indicate "open house" is allowed to be placed in the front yard of a home. <sup>[101]</sup>**
- 4.12 HOMEOWNER'S ASSOCIATION. Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the STONE BROOK HOMEOWNER'S ASSOCIATION, for

the purpose of owning property and property right as common area for the benefit of homeowner's, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenance except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the STONE BROOK HOMEOWNER'S ASSOCIATION, in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid with thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot.

4.13 COMMON EXPENSES. The following expenses shall be considered expenses in common with all the lot owners: operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping, and; operation and maintenance of the common areas, including designated common areas (tracts A & B). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility for the common expenses herein shall be administered by said Association. Homeowner dues shall be initially fixed at \$150/year pro-rated at closing of home and further payable every January 15<sup>th</sup> in advance for forthcoming year.

4.14 NONLIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

#### ARTICLE V

5.1 AMENDMENT. This Declaration can be amended at any time by DECLARANT prior to December 31, 1992, or until the BUILDER(S) have sold 75% of the lots to the individual home owner, whichever first occurs. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.

5.2 ENFORCEMENT. The Declarant or the ACC shall have the right to enforce any provision of this



Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting force a violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

- 5.3 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.
- 5.4 NOTICE. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the tie of such mailing to such owner's address as appears on the King County Tax Records.

**THIRD AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTIONS FOR STONE BROOK DIVISIONS 1 & 2  
DATED SEPTEMBER 22, 1989**

The Protective Covenants, Conditions, & Restrictions for Stone Brook Divisions 1 & 2 recorded under Auditor's number 8803181106 and Amended under Auditor's number 8904050158 are further amended as follows:

FOR THE RECORD, STONE BROOK DIVISION 2 AS REFERRED TO IN THE INITIAL DECLARATION HAS BEEN SEGREGATED INTO STONE BROOK DIVISIONS 2, 3, 4 AND SHALL INCLUDE ADDITIONAL PROPERTIES TO BE NAMED AT A LATER DATE. DECLARANT RESERVES THE RIGHT TO DECLARE THESE ADDITIONAL PROPERTIES AS PART OF THE STONE BROOK HOMEOWNERS ASSOCIATION AND REQUIRE THESE PROPERTIES TO FOLLOW THE ABOVE MENTIONED COVENANTS, CONDITIONS, AND RESTRICTIONS UNTIL DECEMBER 31, 1995 OR UNTIL DECLARANT STATES AS A MATTER OF PUBLIC RECORD THAT NO FURTHER PROPERTIES SHALL BE ADDED TO THE STONEBROOK HOMEOWNERS ASSOCIATION.

STONE BROOK DIVISION 2, CONSISTING OF LOTS 1 THROUGH 36 INCLUSIVE, AS RECORDED UNDER KING COUNTY AUDITOR'S NUMBER 890 300847 SHALL HEREBY BECOME PART OF THE STONE BROOK HOMEOWNER'S ASSOCIATION AND SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE DECLARATION OF THE ABOVE MENTIONED COVENANTS, CONDITIONS, AND RESTRICTIONS.

**AMENDMENTS TO THE COVENANTS**

*(The amendments to the covenants have already been incorporated into this document and are indicated by footnote.)*

FOURTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTIONS FOR STONE BROOK DIVISIONS 1 & 2  
DATED JANUARY 20, 1992

The protective Covenants, Conditions & Restrictions for Stone Brook Divisions 1 and 2, recorded under Auditor's No. 8803181106, records of King County, Washington, and amended under Auditor's Nos. 8904050158, 8908311320 and 8910230911, respectively, records of King County, Washington, are further amended as follows:

1. STONEBROOK DIVISION 2,  
CONSISTING OF LOTS 1 THROUGH 30,  
AS RECORDED IN VOLUME 150 OF  
PLATS, PAGES 90 THROUGH 93,  
INCLUSIVE, UNDER AUDITOR'S NO.  
9002270416, RECORDS OF KING  
COUNTY, WASHINGTON SHALL HEREBY  
BE BOUND BY THE TERMS AND  
CONDITIONS OF THE DECLARATION OF  
THE ABOVE-DESCRIBED COVENANTS,  
CONDITIONS AND RESTRICTIONS, AS  
AMENDED, AND SHALL BECOME A PART  
OF THE STONE BROOK HOMEOWNERS  
ASSOCIATION.
  
2. PRELIMINARY PLAT OF DASH POINTE,  
CONSISTING OF 35 LOTS, ALSO KNOWN  
AS STONE BROOK DIVISION 5 LEGALLY  
DESCRIBED AS:

THOSE PORTIONS OF THE NORTHEAST  
ONE-QUARTER OF THE SOUTHWEST ON-  
QUARTER AND GOVERNMENT LOT 2, ALL  
IN SECTION 14, TOWNSHIP 21 NORTH,  
RANGE 3 EAST, W.M., IN KING  
COUNTY, WASHINGTON BEING MORE  
PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE WEST ONE-  
QUARTER CORNER OF SAID SECTION 14;  
THENCE ALONG THE NORTH LINE OF  
GOVERNMENT LOT 1 OF SAID SECTION  
S88° 24' 59"E 1308.77 FEET TO THE  
NORTHWEST CORNER OF SAID  
NORTHEAST ONE-QUARTER OF THE  
SOUTHWEST ON-QUARTER; THENCE  
ALONG THE WEST LINE THEREOF S0°  
50' 01"W 681.18 FEET TO AN ANGLE  
POINT IN THE SOUTHERLY LINE OF  
STONE BROOK ACCORDING TO THE PLAT  
THEREOF RECORDED IN VOLUME 140 OF  
PLATS, PAGES 57-60, INCLUSIVE,  
RECORDS OF SAID COUNTY AND THE  
TRUE POINT OF BEGINNING; THENCE  
CONTINUING ALONG SAID SOUTHERLY  
LINE S88° 24' 59"E 880.12 FEET TO  
A POINT ON THE WESTERLY MARGIN OF

F. B. HOYT ROAD S.W., AS SAID MARGIN EXISTED AFTER MAY 16, 1962, SAID POINT BEING ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 984.85 FEET (A RADIAL LINE THROUGH SAID POINT BEARS S75° 53' 50"W); THENCE ALONG SAID MARGIN AND SAID CURVE SOUTHERLY AND SOUTHEASTERLY 235.84 FEET THROUGH A CENTRAL ANGLE OF 13° 43' 14"; THENCE S27° 49' 24"E 409.74 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1402.50 FEET; THENCE A CENTRAL ANGLE OF 4° 16' 26" TO A RADIAL LINE OF SAID CURVE WHICH BEARS N66° 27' 02"E; THENCE LEAVING SAID WESTERLY MARGIN ALONG A NON TANGENT LINE S42° 06' 38"W 1185.89 FEET TO THE KING COUNTY - PIERCE COUNTY LINE AS ESTABLISHED BY SAID COUNTIES AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 18 OF SURVEYS, PAGE 210, RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG SAID COUNTY LINE N42° 11' 32"W 627.65 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG SAID WEST LINE N00° 50' 01"E 1115.50 FEET THE TRUE POINT OF BEGINNING.

CONTAINS 30.582 ACRES, MORE OR LESS

SITUATE IN KING COUNTY, WASHINGTON;

SHALL HEREBY BE BOUND BY THE TERMS AND CONDITIONS OF THE DECLARATION OF THE ABOVE-MENTIONED COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED, AND SHALL BECOME A PART OF THE STONE BROOK HOMEOWNERS ASSOCIATION.

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[1] THIRD AMENDMENT, DATED 09-22-89

[2] SECOND AMENDMENT, DATED 08-30-87

[3] FIRST AMENDMENT, DATED 04-03-89

[4] FIRST AMENDMENT, DATED 04-03-89

[5] THIRD AMENDMENT, DATED 09-22-89

[6] THIRD AMENDMENT, DATED 09-22-89

[7] FIRST AMENDMENT, DATED 04-03-89

[8] FIRST AMENDMENT, DATED 04-03-89

[9] THIRD AMENDMENT, DATED 09-22-89

[10] FIRST AMENDMENT, DATED 04-03-89

[11] FIFTH AMENDMENT, DATED 11-08-07 recording number 200708000603