

Filed for Record at Request of and
After Recording Return to:

Glen Maurer
Pacific Properties
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

DECLARATION OF RESTRICTIVE COVENANTS FOR CEDRONA

Grantor: Cedrona Development, Inc.

Grantee: Homeowners Association, Plat of Cedrona

Legal Description: Portion of Butler Donation Claim No. 51,
T18N, R2W, W.M., and French Donation
Claim No. 66, PORTION of Section 5, T18N,
R2W, W.M.

Tax Parcel Nos: 09150063000; 09370047000; 09370047001; and
09370048000

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CEDRONA, which
also includes easements (the "Declaration") is made by Cedrona
Development, Inc., a Washington corporation ("Declarant") as of
this 26th day of March, 1997.

RECITALS

Declarant is the owner of certain real property (the
"Property") in Thurston County, Washington, legally described on
Exhibit A hereto.

The Property is subdivided as shown in the Plat for Cedrona
recorded under Thurston County Auditor's File No. 3072099, records
of Thurston County, Washington (the "Plat").

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject
to all restrictions and easements of the Plat, shall be held,
transferred, sold, conveyed, leased, used and occupied subject to
the covenants, conditions, restrictions, easements, assessments,
and liens hereinafter set forth which are for the purpose of
protecting the value and desirability of and which shall touch and
concern and run with title to the Property and which shall be
binding on all parties having any right, title, or interest in the
Property or any portion thereof, and their respective heirs,



successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean Cedrona Homeowners Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, parks, open space buffer and wetland areas shown on the Plat which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas specifically shall include Tracts A, B and C, as shown on the face of the Plat.

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.5 "Declarant" shall mean Cedrona Development, Inc., or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of Thurston County.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Cedrona, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.



1.1.8 "Lot" shall mean any legally platted plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas.

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

1.1.12 "Participating Builder" shall mean a Person who acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners.

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.14 "Plat" shall mean the recorded plat of Cedrona and any amendments, corrections or addenda thereto subsequently recorded.

1.1.15 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run or the like.

1.1.17 "Transition Date" shall be as defined in Section 4.10.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Exhibits. The following are exhibits to this Declaration:

Exhibit A - Legal Description of the Property



- Exhibit B - Residential Agreement to Maintain Stormwater
Facilities and Implement a Pollution Source
Control Plan (the "Maintenance Plan") AR#3068769
Exhibit C - Illustration and Legal Description of
Landscape Easement Area
Exhibit D - Fence Detail

ARTICLE 2. COMMON AREAS AND EASEMENTS.

Section 2.1 Conveyance to Association. Declarant hereby covenants to convey the Common Areas to the Association at recording of the Plat and filing of the Articles of Incorporation of the Association.

Section 2.2 Use. Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 2.4 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Storm Drainage Easements.

2.5.1 Conveyance System Easements. Declarant hereby creates and reserves a 10 foot storm drainage easement across Lots 6, 68, 72, 75, 86 and Tract B, as shown on the face of the Plat, for the benefit of the Lot Owners and the Association, for the installation, maintenance, construction and reconstruction of storm drainage facilities, specifically including without limitation storm drainage lines comprising the storm drainage conveyance system. The Association shall be responsible for maintaining, operating and replacing the storm drainage facilities located within these easements, as more particularly provided in the



Maintenance Agreement, and shall levy assessments for that purpose as provided in this Declaration. The Association, its agents and employees, shall have the right to enter onto the easement areas and, as necessary, onto the Lots burdened by the easements to repair, clean or reconstruct the storm drainage facilities.

2.5.2 Individual Benefited Lots. Declarant hereby creates and reserves private 10 foot storm drainage easements across Lots and Tracts A and B, as shown on the Plat, and more particularly identified below, for the benefit of the burdened and adjacent Lots and Lot Owners. The Owners of benefited Lots shall share equally in the operation, maintenance and replacement costs for the storm drainage facilities located within the storm drainage easements benefiting their respective Lots, as more particularly provided in the Maintenance Agreement. The Association shall levy assessments against the benefited Lots for that purpose, as provided in this Declaration. The Owners of the benefited Lots, their agents and employees, shall have the right to enter onto the easement areas to repair, clean ore reconstruct the storm drainage facilities.

Lots 95-97 and 100-104. Easements across Lots 95 through 97 and across Lots 101 through 103, for the benefit of Lots 95 - 97 and Lots 100 - 104.

Lots 54 - 56. Easements across Lots 54 through 56, for the benefit of those Lots.

Lots 51 - 53. Easements across Lots 51 through 53, for the benefit of those Lots.

Lots 40 and 41. Easements across Lots 40 and 41, for the benefit of those Lots.

Lots 38 and 39 and 89 and 90. Easements across Lots 38 and 39, Lots 89 and 90 and Tract A, for the benefit of Lots 87 through 90 and Lots 38 and 39.

Lots 85 and 86. Easements across Lots 85 and 86 for the benefit of those Lots.

Lots 4 and 5. Easement across Tract B for the benefit of Lots 4 and 5.

Section 2.6 Pedestrian Access Easement. A pedestrian, bicycle and emergency vehicle access easement was created by instrument recorded under Thurston County Auditor's File No. 3010272 (the "Access Easement"), and extends from the Plat to 36th Avenue N.W. Improvements have been constructed within the Access Easement consisting of a paved access road with gravel shoulder and drainage ditch. The Access Easement benefits the Plat but is not



located within a public right-of-way. Until such time as the Access Easement is dedicated to the public, the Association shall have the responsibility to repair, restore and maintain the Access Easement, and the Board shall assess the Owners for such purposes.

Section 2.7 Easements for Utilities. Declarant hereby creates and reserves a 10 foot easement along all property lines adjoining street frontage for the benefit of any power company, any Telephone Company, Washington Natural Gas Company, any Water and Sewer District, the cable television company and such other similar private utility and drainage users as may be authorized by the Board, all for installation, repair, replacement and operation of the utility services provided by such entities, together with the right to enter upon the easements at all time for the purposes stated. No structures shall be constructed on any area reserved for this easement. For purposes of this section, "structures" shall not include landscaping, fencing, walkways, driveways or rockeries. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to designate those additional private utilities that shall be entitled to utilize the easement area reserved in this Section 2.6. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any Lot unless the same be underground or in conduit attached to a Structure.

Section 2.8 Conditions for Grant of Easements. The easements granted in Sections 2.5 and 2.7 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted.

Section 2.9 Landscape Areas. Within a planter strip approximately 7.5 feet wide which is located in the public right-of-way of Cedrona Drive, between its intersection with Kaiser Road and Tract A, including the frontage of Tract A, Declarant has installed or will install an irrigation system and landscaping, which Declarant hereby conveys to the Association. Although these improvements shall be the property of the County and exist within public right-of-way, it shall be the responsibility of the Board to repair, maintain and replace them, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7.



Section 2.10 Entry Monument and Landscaping. Declarant shall install entry monumentation and landscaping on a portion of Storm Management Tract A and on other property located adjacent and abutting to Kaiser Road NW and Cedrona Drive, all as more particularly illustrated and legally described in Exhibit C (the "Landscape Easement Property"), pursuant to an easement agreement. The Board shall be responsible for maintenance, operation, and repair of the entry monumentation and landscaping located in and on the Landscape Easement Property, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7.

Section 2.11 Streetlights. The Board shall be responsible for payment of monthly utility charges due and owing Puget Power for operation of the streetlights located within the Plat. The Board shall make timely payment of such charges after receipt of invoice from Puget Power, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS.

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans

3.2.1 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee. The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.



3.2.2 Submission. At least 45 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans").

3.2.3 Approval. The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3.3 through 3.5, if no suit challenging any construction has been commenced within six months after its completion, Board approval will not be required and the related Covenants shall be deemed to have been fully complied with.

Section 3.3 Size and Height.

3.3.1 Floor Area. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (i) 1,700 square feet for a dwelling containing a single level; and (ii) 2,000 square feet for a dwelling containing two levels.

3.3.2 Lot Size. No Lot or portion of a Lot in this Plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this Plat shall be less than the area required for the use district in which the Lot is located.

3.3.3 Local Codes. All buildings or Structures shall be constructed in accordance with the Thurston County and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

Section 3.4 Appearance.

Unless otherwise approved by the Board, the following design/construction requirements shall apply.

3.4.1 Roofing. The roof shall be a composition roof with a 30-year life.



3.4.2 Siding. All siding material other than masonry or stucco shall be wood siding stained with those colors commonly known as earth tones.

3.4.3 Entry Walks, Porches and Decks. All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of cedar or pressure-treated materials.

3.4.4 Driveways. All driveways shall be constructed of exposed aggregate concrete paving.

Section 3.5 Use Restrictions.

3.5.1 Residential Use. The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Plat shall be considered a residential use until houses have been built and sold on all Lots.

3.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. Such maintenance obligations shall include maintenance of the nine-foot planter strip and any landscaping or other improvements located thereon, which planter strip is located within the public right-of-way in front of each Lot.

3.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

3.5.4 Parking. No commercial-type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles



belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

3.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.5.6 Animals. No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and relations pertaining to animals.

3.5.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.5.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.5.9 Radio and Television Aerials and Satellite Dishes. No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways. All aerial and satellite dish installations must receive prior written approval from the Board.

3.5.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.5.11 Offensive Activity. No trade, craft, business, profession, commercial or manufacturing enterprise or business or



commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than two children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.5.12 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to electric or telephone utility facilities.

3.5.13 Water Supply/Sewage Disposal. No individual water supply system or individual sewage system shall be permitted on any Lot.

3.5.14 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

3.5.15 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.5.16 Wood Piles. No wood piles shall be located within the front yard setback or otherwise in a location visible from the street.

3.5.17 Fences. All fences shall conform to the fence detail shown on Exhibit D unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent 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 retaining wall.



ARTICLE 4. CEDRONA HOMEOWNERS ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of Cedrona Homeowners Association, a Washington nonprofit corporation to be formed by Declarant. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration, and the Association's Articles of Incorporation and Bylaws.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board"). The initial Board shall be as described in the Articles of Incorporation of Cedrona Homeowners Association and shall serve until the Transition Date. Except, however, so long as Declarant owns any Lot within the Plat, the initial Board shall continue to function in its capacity as the Architectural Control Committee, as more particularly set forth in Article 3. At such time as the last Lot owned by Declarant is sold to a retail purchaser, the duties of the Board set forth in Article 3, in its capacity as the Architectural Control Committee, shall be assumed by the Board elected to serve after the Transition Date. After the Transition Date, the Board shall consist of such numbers of members as provided for in the Articles of Incorporation and Bylaws of the Association. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed as Directors pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Directors or their successors shall end, and (ii) the initial Directors and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, excepting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership. Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Association. The persons constituting an Owner shall be entitled to one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association and this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.4 Transfer of Membership. The Association membership of each person constituting an Owner (including Declarant)



shall be appurtenant to the Lot giving rise to such membership, and, except as specifically permitted herein, shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the persons constituting the new Owner.

Section 4.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. Each Owner of a Lot or Lots (including Declarant) shall be entitled to one vote for each Lot owned.

Section 4.6 Voting. If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

Section 4.7 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.8 Annual and Special Meetings. Within the period commencing 30 days before the Transition Date and ending 30 days



after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association. At Declarant's option, the Transition Date will be either: (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred to retail purchasers title to all Lots in the Property. For purposes of the foregoing clause (ii) transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant.



ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director or mailed to the following address:

Board of Directors c/o Stephen Washburn
Cedrona Homeowners Association
14410 Bel-Red Road
Bellevue, Washington 98007

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Thurston County, Washington which (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address.

ARTICLE 6. AUTHORITY OF THE BOARD.

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the



other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association and maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity and of any planter islands within the Thurston County Right of Way inside the Plat. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Areas. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association, including but not limited to spending such funds and taking such action as is necessary to carry out the provisions of Section 6.5 hereof.

Section 6.5 Maintenance of Stormwater Facilities. The Board shall cause the Association to comply with the requirements of the Maintenance Plan, which is attached hereto as Exhibit B, and which was recorded on December 31, 1997 under Thurston County Auditor's File No. 3068769, and shall include all of the costs associated with such compliance as part of the assessments provided in Article 7.

ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the Association, which shall include, without limitation, the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget



upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Initial Contribution, Annual Assessments. Each Lot Owner, at the time of purchase of his/her lot, shall make a start-up contribution to the Association in the amount of \$300 (which shall supplement annual assessments to reimburse Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period). For purposes of this Section 7.3 only, "Lot Owner" shall include Participating Builders. The initial annual assessment (which is in addition to the start-up fee) shall not be in excess of \$300 per year and shall be prorated for any partial year at the time of purchase of the Lot. Commencing on the first January 1 following the Transition Date, and continuing each year thereafter, the annual assessment shall not be increased by more than 15% without the approval of a majority of the members voting at a meeting duly called for such purpose. Notwithstanding the provisions set forth above, the Declarant shall not be liable for any fees or assessments assessed or due so long as Declarant owns any Lot within the Plat.

Section 7.4 Special Assessments; Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Improvements upon the Common Area or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of the members voting at a meeting duly called for such purpose.



ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS.

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 8.3 Assessments are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.



Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than 10 days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.6 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10. LIMITATION OF LIABILITY.

So long as a Director, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.



estimated costs and expenses of repairing and/or restoring the Common Areas.

ARTICLE 14. AMENDMENTS OF DECLARATION.

After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of an amendment changing the voting power or portion of assessments appurtenant to each Lot. All other amendments shall be adopted if approved by at least 67% of all Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of Thurston County, Washington.

ARTICLE 15. ANNEXATION AND SUBDIVISION.

Residential property other than Common Areas may be annexed or added to the Property by Declarant at any time prior to the Transition Date. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of 67% of the Lot Owners. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 16. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of 15 years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then Owners has been



recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17. RESERVATION OF DECLARANT'S RIGHT TO AMEND.

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Plat.

Section 17.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarant's rights under this Article 17 shall exist until the last Lot owned by Declarant (or a Participating Builder) is sold to a retail purchaser.

ARTICLE 18. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19. EFFECTIVE DATE.

This Declaration shall be effective upon recording.



LEGAL DESCRIPTION "EXHIBIT A"

PARCEL 1:

THE SOUTH 1,300.2 FEET OF THE NORTH 2,620.2 FEET OF THE BUTLER DONATION CLAIM NO. 51, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN.

PARCEL 2:

THAT PART OF FRENCH DONATION CLAIM NO. 66, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, DESCRIBED AS THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, SAID TOWNSHIP AND RANGE, LYING NORTH OF THE NORTH LINE AND SAID LINE EXTENDED OF THE SOUTH 1600.9 FEET OF VACATED COVE ADDITION TO OLYMPIA AS RECORDED IN VOLUME 5 OF PLATS, PAGE 91; EXCEPTING THEREFROM THE EAST 330 FEET OF THAT PART LYING NORTH OF A LINE RUNNING WEST FROM A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 680 FEET SOUTHERLY OF ITS NORTHEAST CORNER AND EXCEPTING THE EAST 363 FEET OF THE REMAINDER.

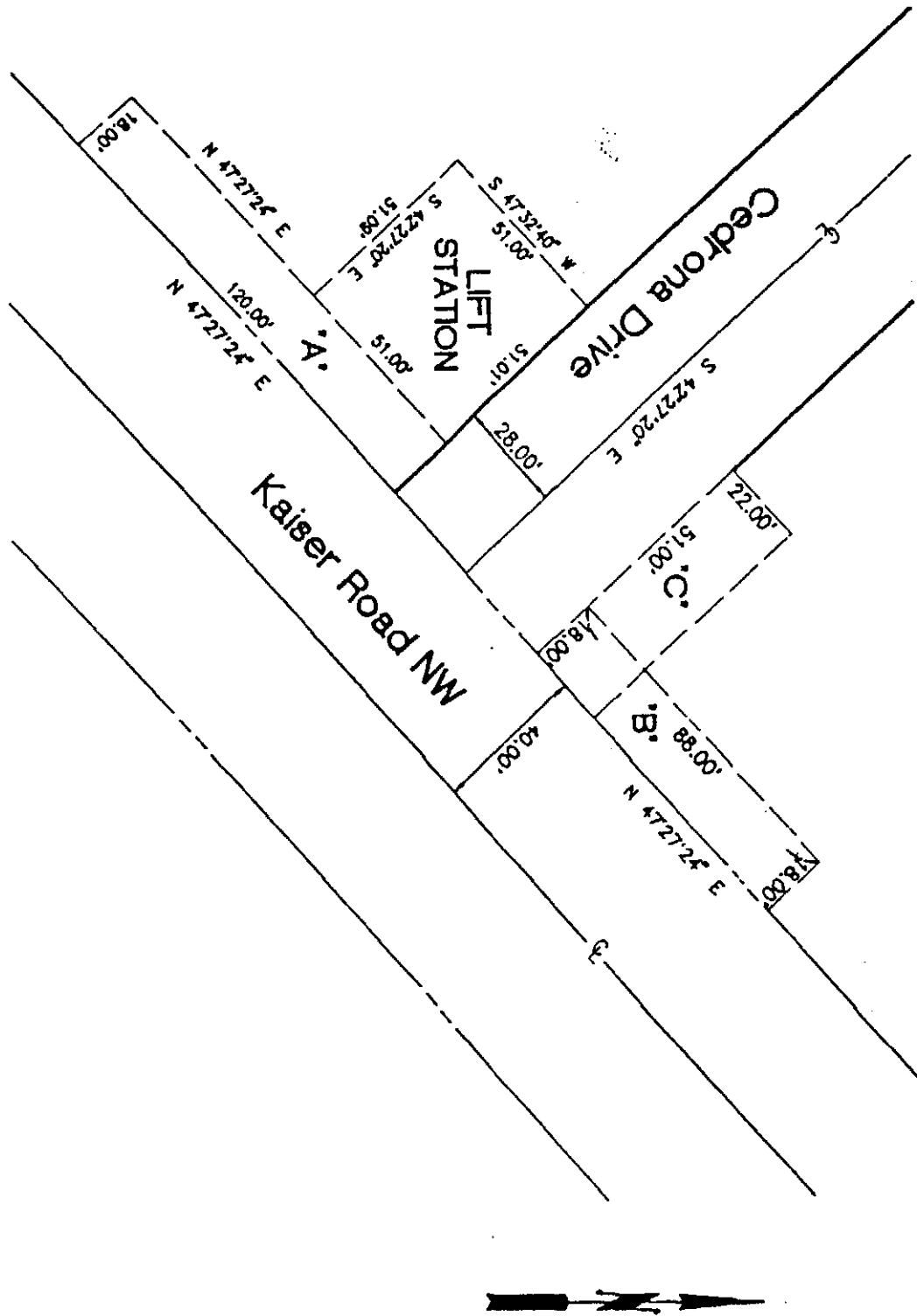
IN THURSTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

*Also known as Cedra, recorded under plat
file # 3072099*



EXHIBIT C
Illustration - Easement Area



LANDSCAPE EASEMENT EXHIBIT

A PORTION OF THE E 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST W.M.
 THURSTON COUNTY, WASHINGTON

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 Thurston Co, WA

EXHIBIT C
Legal Description - Easement Area

EASEMENT 'A':

THAT PORTION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065 WITH THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST AS IT EXISTED IN JANUARY OF 1997; THENCE SOUTH 47 ° 27 ' 24 " WEST ALONG SAID NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST A DISTANCE OF 120.00 FEET; THENCE NORTH 42 ° 27 ' 20 " WEST PARALLEL WITH SAID SOUTHWESTERLY MARGIN LINE OF CEDRONA DRIVE A DISTANCE OF 18.00 FEET; THENCE NORTH 47 ° 27 ' 24 " EAST PARALLEL WITH THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD NORTHWEST A DISTANCE OF 120.00 FEET TO THE SOUTHWESTERLY MARGIN LINE OF SAID CEDRONA DRIVE; THENCE SOUTH 42 ° 27 ' 20 " EAST ALONG SAID SOUTHWESTERLY MARGIN LINE A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

EASEMENT 'B':

THAT PORTION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065 WITH THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST AS IT EXISTED IN JANUARY OF 1997; THENCE NORTH 47 ° 27 ' 24 " EAST ALONG SAID NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST A DISTANCE OF 88.00 FEET; THENCE NORTH 47 ° 27 ' 20 " WEST PARALLEL WITH SAID NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE A DISTANCE OF 18.00 FEET; THENCE SOUTH 47 ° 27 ' 24 " WEST PARALLEL WITH THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD NORTHWEST A DISTANCE OF 88.00 FEET TO THE NORTHEASTERLY MARGIN LINE OF SAID CEDRONA DRIVE; THENCE SOUTH 42 ° 27 ' 20 " EAST ALONG SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

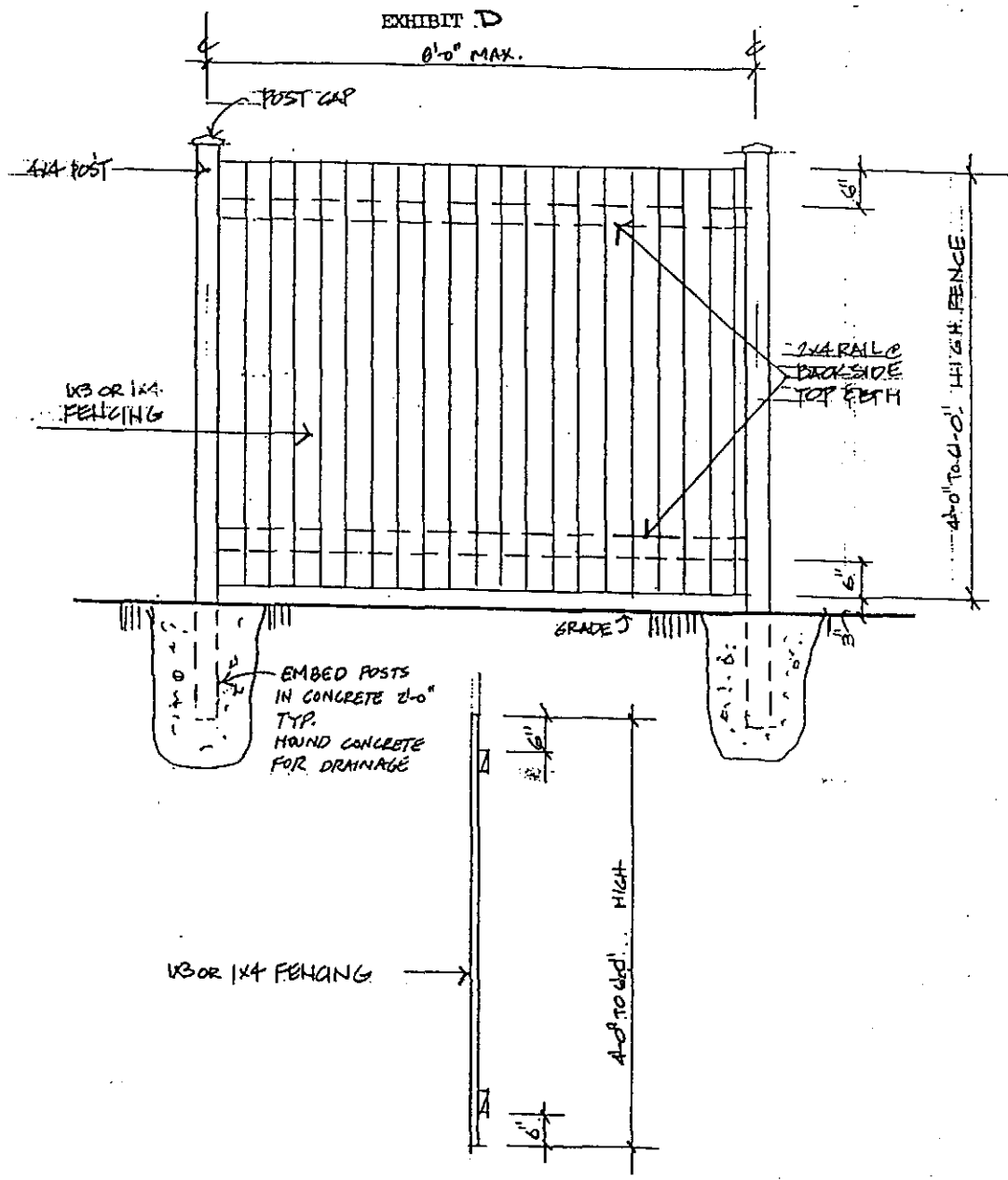
EASEMENT 'C':

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065, AND THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD AS IT EXISTED IN JANUARY OF 1997, IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON; THENCE NORTH 42 ° 27 ' 20 " WEST ALONG SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 69.00 FEET; THENCE NORTH 47 ° 27 ' 24 " EAST PARALLEL WITH SAID NORTHWESTERLY MARGIN LINE A DISTANCE OF 22.00 FEET; THENCE SOUTH 42 ° 27 ' 20 " EAST PARALLEL WITH SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 69.00 FEET TO THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD; THENCE SOUTH 47 ° 27 ' 24 " WEST ALONG SAID NORTHWESTERLY MARGIN LINE A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

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Thurston Co, WA



NOTE: ALL MATERIAL TO BE CEDAR

1/2" x 1'-0"

STANDARD DETAIL FOR: MURRAY FRANKLYN FAMILY OF COMPANIES

FENCE DETAIL

531-94



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 03/27/97 11:41A
 Thurston Co, WA

Filed at the Request of
and to be Returned to:

Glen Maurer
Pacific Properties
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

Real Estate Excise tax paid None
Receipt no. None Date 4-24-97
Robin L. Hunt, Thurston Co., Treas.
By W. Hunt Deputy

LANDSCAPE EASEMENT AGREEMENT

Grantor	Yost, Douglas A. (HIDDEN RIDGE PARTNERSHIP)
Grantees	Cedrona Development, Inc. Cedrona Homeowners Association
Legal Description (abbreviated)	GW FRENCH DC N 188.1 F OF S 670.9 F OF COVE ADD W OF KISER & GW FRENCH DC N 205 F OF S 875.9 F OF COVE ADD W OF KISER Additional legal on page:
Assessor's Tax Parcel ID No.	① 09370044000 ② 09370045000
Reference Nos. of Related Documents	

THIS LANDSCAPE EASEMENT AGREEMENT (the "Easement Agreement") is made this 25th day of MARCH, 1997 by and between DOUGLAS A. YOST (the "Grantor") and CEDRONA DEVELOPMENT, INC., a Washington corporation (the "Grantee").

Recitals

A. Grantor is the owner of certain real property located in Thurston County, Washington, more particularly described in Exhibit A attached hereto and by this reference incorporated herein, and as illustrated in Exhibit B attached hereto and by this reference incorporated herein (the "Easement Area").



B. Grantee is the owner of real property located in the vicinity of the Easement Area, more particularly described in Exhibit C attached hereto and by this reference incorporated herein (the "Benefited Property").

C. Grantee has subdivided the Benefited Property into residential lots for retail resale to third party owners, all of whom, on purchase, shall become members of the Cedrona Homeowners Association (the "Association").

D. Grantor and Grantee wish to establish an easement over the Easement Area for the benefit of the Benefited Property.

Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and quit claims to Grantee and to the Association, as Grantee's successor, for the benefit of the Benefited Property, a non-exclusive easement over the Easement Area. Such easement shall, except as provided in Section 6 below, be permanent.

2. **Use of the Easement Area.** The Easement Area shall be used by Grantee only for the location, maintenance, operation, repair and replacement of fencing, landscaping and irrigation lines, which may be of any type and design at Grantee's discretion, and for no other purpose. Grantee shall at all times exercise its rights hereunder in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules, regulations and ordinances of any public authority having jurisdiction.

3. **Maintenance.** It shall be the sole responsibility of the Association, at the Association's cost, to maintain, repair and replace any landscaping and irrigation lines located in the Easement Area. Grantor hereby grants to Grantee and the Association a right of entry to enter onto the Easement Area to perform necessary installation, maintenance, repair and replacement work. The right of entry granted herein shall apply to the agents, representatives and employees of the Association.

4. **Repair of Easement Area.** Immediately following completion of any maintenance, repair and replacement work within the Easement Area, the Association, at its expense, shall repair and restore the Easement Area to the same condition as existed prior to commencement of such work. All work shall be performed in a careful, workmanlike manner, free of claims or liens. Upon completion of any work, the Association shall remove all debris.



5. **Use of Easement Area by Grantor.** Grantor may use the Easement Area for any purposes not inconsistent with the provisions of this Easement. Such use may specifically include location of a storm detention facility within a portion of the Easement Area. If Grantor locates a storm detention facility within the Easement Area, Grantor shall not remove any of the fencing installed by Grantee or the Association, ~~and Grantor shall replace any large landscaping features such as trees and shrubs which are displaced by Grantor's use, at Grantor's expense, in a different location.~~ If Grantor installs a storm detention facility within a portion of the Easement Area, Grantor shall use its best efforts to minimize impact on the landscaping installed by Grantee and the Association.



6. **Relinquishment.** The parties acknowledge that Grantor or its successors may be required to make improvements to Cedrona Drive as part of the Plat conditions or approvals for the Plats of Hidden Ridge and/or Madera. Such improvement may include, without limitation, the widening of Cedrona Drive to provide a left turn lane or other lanes and the installation of traffic signals, traffic controls and similar traffic improvements (collectively, the "Road Improvements"). The easement granted in this Easement Agreement is granted subject to the right of Grantor to use the Easement Area next to Cedrona Drive and Kaiser Road for the purpose of installation of the Road Improvements, in the event the Road Improvements are required as part of Grantor's Plat conditions or approval for the Plats of Hidden Ridge and/or Madera. To the extent the Road Improvements are incompatible with the Grantor's use of the Easement Area, that portion of the Easement Area required for the installation of the Road Improvements shall be relinquished to Grantor, and Grantee shall immediately rescind this easement to such extent and grant to Grantor whatever interest by whatever instrument is necessary to restore such portion of the Easement Area to the full use and possession of the Grantor. To the extent the Grantor has available additional property adjacent to any portion of the Easement Area which is being vacated, Grantor will provide additional area to Grantee with the intent that the total area within the Easement Area not be reduced; provided, however, that Grantor shall not be required to provide any such additional area if such additional area is being put to a use, or intended to be put to a use, which would be incompatible with the landscaping requirements of Grantee.

7. **Running with the Land.** This Easement shall run with the land and shall be binding upon Grantor, Grantee and the Association and their heirs, successors and assigns.

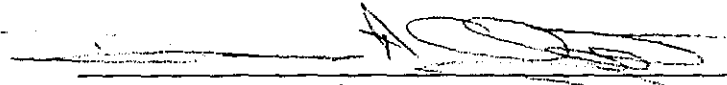
8. **Attorney Fees.** The prevailing party in any action brought to enforce or interpret the terms of this Easement shall be entitled to recover its costs and reasonable attorney fees incurred in said action, including on appeal, whether or not suit is commenced.



9. **Breach.** In the event of any breach or threatened breach of this Easement by either party, the non-defaulting party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach.

10. **No Termination Upon Breach.** No breach of this Easement shall entitle either party to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a party may have hereunder by reason of any breach of this Easement.

Grantor

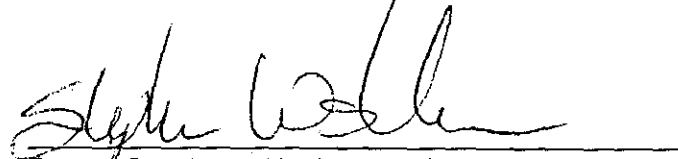


DOUGLAS A. YOST (PARTNERSHIP)

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.

Grantee

CEDRONA DEVELOPMENT, INC.



By: Stephen Washburn, President

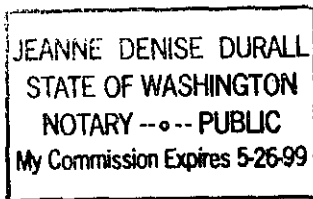
FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me DOUGLAS A. YOST, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 1997.



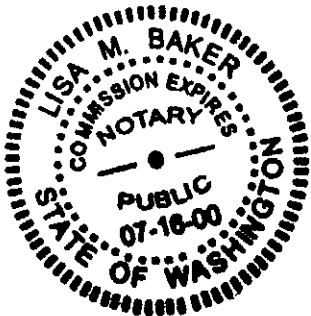
Jeanne Denise Durall
Print Name: Jeanne Denise Durall
NOTARY PUBLIC in and for the State of
Washington, residing at Puyallup
Commission expires: 5-26-99

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me STEPHEN WASHBURN, to me known to be the President of Cedrona Development, Inc., the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument.

GIVEN under my hand and official seal this 31st day of March, 1997.



Lisa M. Baker
Print Name: Lisa M. Baker
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
Commission expires: 7-18-00

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



EXHIBIT A
Legal Description - Easement Area

EASEMENT 'A':

THAT PORTION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065 WITH THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST AS IT EXISTED IN JANUARY OF 1997; THENCE SOUTH 47 ° 27 ' 24 " WEST ALONG SAID NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST A DISTANCE OF 120.00 FEET; THENCE NORTH 42 ° 27 ' 20 " WEST PARALLEL WITH SAID SOUTHWESTERLY MARGIN LINE OF CEDRONA DRIVE A DISTANCE OF 18.00 FEET; THENCE NORTH 47 ° 27 ' 24 " EAST PARALLEL WITH THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD NORTHWEST A DISTANCE OF 120.00 FEET TO THE SOUTHWESTERLY MARGIN LINE OF SAID CEDRONA DRIVE; THENCE SOUTH 42 ° 27 ' 20 " EAST ALONG SAID SOUTHWESTERLY MARGIN LINE A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

EASEMENT 'B':

THAT PORTION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065 WITH THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST AS IT EXISTED IN JANUARY OF 1997; THENCE NORTH 47 ° 27 ' 24 " EAST ALONG SAID NORTHWESTERLY MARGIN LINE OF KAISER ROAD NORTHWEST A DISTANCE OF 88.00 FEET; THENCE NORTH 47 ° 27 ' 20 " WEST PARALLEL WITH SAID NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE A DISTANCE OF 18.00 FEET; THENCE SOUTH 47 ° 27 ' 24 " WEST PARALLEL WITH THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD NORTHWEST A DISTANCE OF 88.00 FEET TO THE NORTHEASTERLY MARGIN LINE OF SAID CEDRONA DRIVE; THENCE SOUTH 42 ° 27 ' 20 " EAST ALONG SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

EASEMENT 'C':

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY MARGIN LINE OF CEDRONA DRIVE AS RECORDED UNDER RECORDING NO. 3065065, AND THE NORTHWESTERLY MARGIN LINE OF KAISER ROAD AS IT EXISTED IN JANUARY OF 1997, IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON; THENCE NORTH 42 ° 27 ' 20 " WEST ALONG SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 69.00 FEET; THENCE NORTH 47 ° 27 ' 24 " EAST PARALLEL WITH SAID NORTHWESTERLY MARGIN LINE A DISTANCE OF 22.00 FEET; THENCE SOUTH 42 ° 27 ' 20 " EAST PARALLEL WITH SAID NORTHEASTERLY MARGIN LINE A DISTANCE OF 69.00 FEET TO THE NORTHWESTERLY MARGIN LINE OF SAID KAISER ROAD; THENCE SOUTH 47 ° 27 ' 24 " WEST ALONG SAID NORTHWESTERLY MARGIN LINE A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT B
Illustration - Easement Area

A PORTION OF THE E 1/2 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 2 WEST W.M.
 THURSTON COUNTY, WASHINGTON

LANDSCAPE EASEMENT EXHIBIT

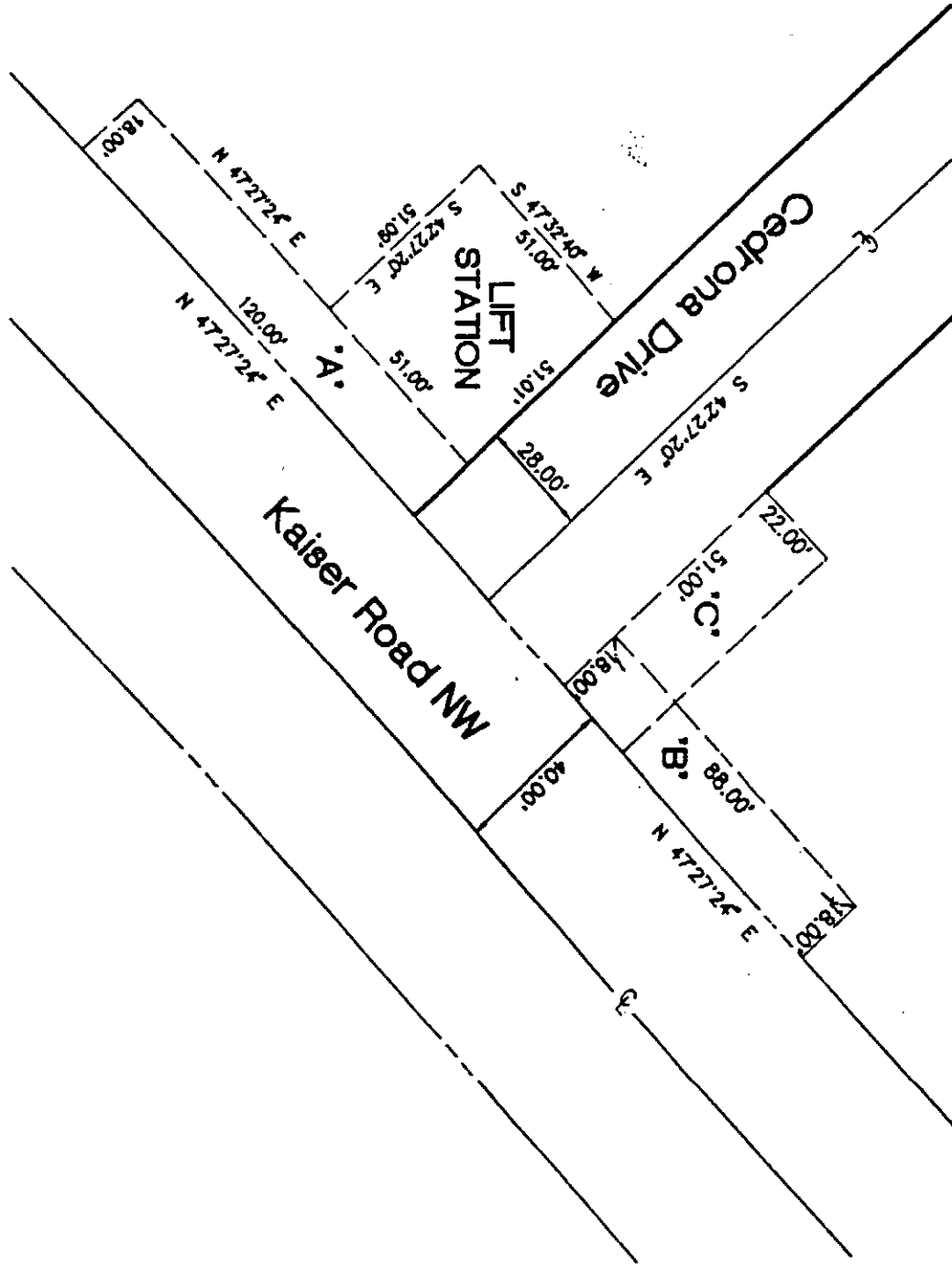


EXHIBIT C
Legal Description - Benefited Property

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 1,300.2 FEET OF THE NORTH 2,620.2 FEET OF THE BUTLER DONATION CLAIM NO. 51, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN.

PARCEL 2:

THAT PART OF FRENCH DONATION CLAIM NO. 66, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, DESCRIBED AS THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, SAID TOWNSHIP AND RANGE, LYING NORTH OF THE NORTH LINE AND SAID LINE EXTENDED OF THE SOUTH 1600.9 FEET OF VACATED COVE ADDITION TO OLYMPIA AS RECORDED IN VOLUME 5 OF PLATS, PAGE 91; EXCEPTING THEREFROM THE EAST 330 FEET OF THAT PART LYING NORTH OF A LINE RUNNING WEST FROM A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 660 FEET SOUTHERLY OF ITS NORTHEAST CORNER AND EXCEPTING THE EAST 363 FEET OF THE REMAINDER.

IN THURSTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.



RESIDENTIAL
 AGREEMENT TO MAINTAIN
 STORMWATER FACILITIES AND TO IMPLEMENT A
 POLLUTION SOURCE CONTROL PLAN
 BY AND BETWEEN
 THE CEDRONA HOME OWNERS ASSOCIATION & THURSTON COUNTY
 THEIR HEIRS, SUCCESSORS, OR ASSIGNS
 (HEREINAFTER "CEDRONA HOME OWNERS ASSOCIATION")

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities and use of pollution source control BMPs.

LEGAL DESCRIPTION:

Parcel 1:

THE SOUTH 1,300.2 FEET OF THE NORTH 2,620.2 FEET OF THE BUTLER DONATION CLAIM NO. 51, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN.

Parcel 2:

THAT PART OF FRENCH DONATION CLAIM NO. 66, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, DESCRIBED AS THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, SAID TOWNSHIP AND RANGE, LYING NORTH OF THE NORTH LINE AND SAID LINE EXTENDED OF THE SOUTH 1600.9 FEET OF VACATED COVE ADDITION TO OLYMPIA AS RECORDED IN VOLUME 5 OF PLATS, PAGE 91; EXCEPTING THEREFROM THE EAST 330 FEET OF THAT PART LYING NORTH OF A LINE RUNNING WEST FROM A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 660 FEET SOUTHERLY OF ITS NORTHEAST CORNER AN EXCEPTING THE EAST 363 FEET OR THE REMAINDER.

IN THURSTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

Whereas, Cedrona Development, Inc. has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the Jurisdiction to ensure the protection and enhancement of water resources, the Jurisdiction and the Cedrona Homeowners Association hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE CEDRONA HOMEOWNERS ASSOCIATION SHALL:

1. Implement the stormwater facility maintenance program included herein as Attachment "A."
2. Implement the pollution source control program included herein as Attachment "B."
3. Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in 1. and 2. above. The log book shall be available for inspection by appointment at Cedrona Homeowners Association President's residence. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items ("problems") listed in Attachment "A" shall be inspected as specified in the attached instructions or more often if necessary. The Cedrona Homeowners Association is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its inspections. These completed checklists would then, in combination, comprise the log book.



4. Submit an annual report to the Jurisdiction regarding implementation of the programs referenced in 1. and 2. above. The report must be submitted on or before May 15 of each calendar year and shall contain, at a minimum, the following:
 - a) Name, address, and telephone number of the businesses, the persons, or the firms responsible for plan implementations, and the person completing the report.
 - b) Time period covered by the report.
 - c) A chronological summary of activities conducted to implement the programs referenced in 1. and 2. above. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties, include a copy of the invoice for services.
 - d) An outline of planned activities for the next year.
5. Execute the following periodic major maintenance on the subdivision's stormwater facilities: sediment removal from ponds, managing vegetation in wet ponds, resetting orifice sizes and elevations, and adding baffles.

THE JURISDICTION SHALL:

1. Maintain all stormwater system elements in the public rights-of-way, such as catch basins, oil-water separators, and pipes.
2. Provide technical assistance to the Cedrona Homeowners Association in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request and as Jurisdiction time and resources permit.
3. Review the annual report and conduct a minimum of one (1) site visit per year to discuss performance and problems with the Cedrona Homeowners Association.
4. Review this agreement with the Cedrona Homeowners Association and modify it as necessary at least once every three (3) years.


REMEDIES:

1. If the Jurisdiction determines that maintenance or repair work is required to be done to the stormwater facilities located in the subdivision, the Jurisdiction shall give the Cedrona Homeowners Association notice of the specific maintenance and/or repair required. The Jurisdiction shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by the Jurisdiction, written notice will be sent to the Cedrona Homeowners Association stating the Jurisdiction's intention to perform such maintenance and bill the Cedrona Homeowners Association for all incurred expenses.
2. If at any time the Jurisdiction determines that the existing system creates any imminent threat to public health or welfare, the Jurisdiction may take immediate measures to remedy said threat. No notice to the persons listed in Remedies 1., above, shall be required under such circumstances. All other Cedrona Homeowners Association responsibilities shall remain in effect.
3. The Cedrona Homeowners Association grants unrestricted authority to the Jurisdiction for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies 1. and/or 2.



4. The Cedrona Homeowners Association shall assume responsibility for the cost of maintenance and repairs to the stormwater facility, except for those maintenance actions explicitly assumed by the Jurisdiction in the preceding section. Such responsibility shall include reimbursement to the Jurisdiction within 90 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Jurisdiction will be borne by the parties responsible for said reimbursements.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Jurisdiction. It shall run with the land and be binding on all parties having or acquiring any right, title, or interest, or any part thereof, of real property in the subdivision. They shall inure to benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Jurisdiction.



Stephen Washburn, President
Cedrona Home Owners Association

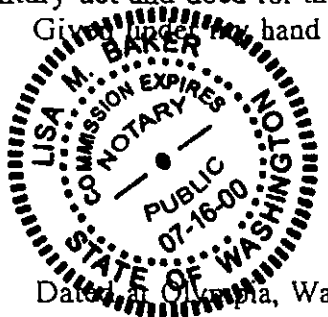


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STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, Stephen Washburn and King known to be the individual(s) described, and who executed the foregoing instrument and acknowledge 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 30th day of December, 1998.



Lisa M. Baker
Notary Public in and for the State of
Washington, residing in Bellevue
My commission expires 7-16-00

Date at Olympia, Washington, this _____ day of _____, 1998.

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above personally appeared before me, _____, who executed the foregoing instrument and acknowledge the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 1998.

Notary Public in and for the
State of Washington, residing in

My commission expires _____

APPROVED AS TO FORM:



YOUR STORMWATER FACILITIES

This section consists of two parts that are to be used together: the *Site Plan* and the *Facility Key*. Look on the site plan and identify the numbers which denote a feature of the system. Then look on the facility key to see what that feature is called and which checklist applies.

Facility Key

The stormwater facility in your neighborhood is comprised of the following elements:

Detention or Infiltration Pond	1
Water Quality Wet Pond	2
Biofiltration Swale	3
Control Structures and Flow Restrictors	4
Conveyance Piping	5



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QUICK LIST

The following list is an abbreviated checklist of the most common types of maintenance you should have to do. Please try and go over this checklist after heavy rains. This is a bare minimum and should be done in conjunction with the other checklists in order to make your maintenance program effective.

GENERAL:

- Check catch basin grates to see that they are not clogged or broken. Remove twigs, leaves, or other blockages. Replace the grate if it is broken.
- Check inlet and outlet pipes for blockages. Clear all blockages.
- Check berms and pond walls for erosion or caved in areas.
- Check rip rap rocks at the inlets and outlets. If they are silted in or eroded away, replace them.

FACILITY KEY ITEMS:

1. All ponds are designed to drain within 48 hours following a major storm event. The maximum water depth in the pond is designed to be four (4) feet. A healthy stand of grass within the pond area is essential to reduce erosion and sedimentation of the pond bottom. Grassy areas also provide some biofiltration of runoff. Keep the grass mowed and healthy. Repair and reseed as necessary.
2. A water quality wet pond treats stormwater runoff by removing sediments, oils and other contaminants. The wetland plantings at the bottom of the pond are key to providing treatment of stormwater. A plant density of 1 per 2 square feet should be maintained. Replant as necessary. Cattails are a nuisance plant that can overpower other species. Remove cattails periodically to maintain a healthy variety of wetland species.
3. Biofiltration swales function similarly to wet ponds in that they treat runoff by filtering out sediments containing oils, metal and other contaminants. Maintain a healthy stand of grass and mow regularly to a heights of 4-6 inches. Replant, fertilize and water as required.
4. The control structure is a manhole which contains two orifices and a pipe. As stormwater builds up in the pond, it is forced out through the lower orifice. Once the water depth reaches 2.8 feet, a second orifice releases additional flow into the outlet pipe. It is imperative that these orifices flow freely to ensure that the pond performs as designed. An overflow is provided in the manhole to protect the pond against over-topping. If the overflow is blocked, a spillway is provided to protect the pond against erosion during over-topping.
5. There are numerous inlet pipes to the ponds and outlet pipes. See the site plan. Check the inlets to ensure that they are not plugged or contributing to erosion.



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MAINTENANCE CHECKLISTS

The Maintenance Checklists in this packet are for you to use when checking the stormwater facilities in your neighborhood. This packet has been customized so that only the checklists for your facilities are included. If you feel you are missing a checklist, or you have additional facilities not identified or addressed in this packet, please contact your developer or local jurisdiction.

The checklists are in a table format for ease of use and brevity. Each checklist tells you what part of the feature to check, how often to check, what to check for, and what to do about it. Log sheets are included toward the end of the chapter to help you keep track of when you last surveyed the storm drainage system.

Although it is not intended for the maintenance survey to involve anything too difficult or strenuous, there are a few tools that will make the job easier and safer. These tools include:

- A flashlight.
- A long pole or broom handle.
- Some kind of pry bar or lifting tool for pulling manhole and grate covers.
- Gloves.

SAFETY WARNING: Due to OSHA regulations you should never stick your head or any part of your body into a manhole or other type of confined space. When looking into a manhole or catch basin, stand above it and use the flashlight to help you see. Use a pole or broom handle that is long enough when you are checking sediment depths in confined spaces. ***NO PART OF YOUR BODY SHOULD BREAK THE PLANE OF THE OPEN HOLE.***



GLEN MAURER- CEDRONA INC

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Ponds

There are essentially three kinds of ponds: treatment ponds, infiltration ponds, and detention ponds. Although each pond has unique maintenance requirements, there are also many things they have in common.

<i>Part of Pond to Check</i>	<i>When to Check it</i>	<i>What to Check For</i>	<i>What to Do</i>
Entire Pond	Quarterly	Dumping of yard wastes such as grass clippings and branches into basin. Presence of glass, plastic, metal, foam, and coated paper.	Remove trash and debris and dispose of properly. Contact your local Waste Management department for disposal information.
Entire Pond	Quarterly	Any vegetation which may constitute a hazard to the public, such as tansy ragwort, poison oak, stinging nettles, devils club.	Remove invasive or noxious vegetation. Do not spray chemicals on vegetation without obtaining guidance from WSU Cooperative Extension and approval from the City or County.
Entire Pond	Quarterly	Presence of chemicals such as natural gas, oil, and gasoline, obnoxious color, odor, or sludge.	First, try and locate the source of the pollution. Then call the Moderate Risk Waste program at Thurston County Environmental Health to report the hazard.
Entire Pond	Quarterly	Sparse, weedy, or overgrown grass in grassy (dry/infiltration) ponds. Presence of invasive species or sparse growth of plants in wetland ponds.	For grassy ponds, selectively thatch, aerate, and re-seed ponds. Grass should be kept under 8 inches high. For wetland ponds, hand-plant nursery-grown wetland plants in bare areas. Contact WSU Cooperative Extension for guidance on invasive species. Pond bottoms should have uniform dense coverage of desired plant species.
Entire Pond	Quarterly	Any evidence of rodent holes if your facility is acting as a dam or berm. Water should not be able to flow through rodent holes.	Destroy rodents and repair the dam or berm. Contact the Thurston County Health Department for guidance.
Entire Pond	Quarterly	Insects such as wasps and hornets interfering with maintenance activities, or mosquitoes becoming a nuisance.	Destroy or remove insects. Contact WSU Cooperative Extension for guidance.
Entire Pond	Annually	Ensure that trees are not interfering with maintenance (i.e., mowing, silt removal, or access.)	Prune tree limbs to allow for maintenance. Some trees may be cut for firewood.
Inlet	Annually	Make sure that the rip rap under the inlet pipe is intact and that no native soil is exposed. Also check for accumulations of sediment more than 1/2 the height of the rocks.	Replace rocks or clean out sediment.
Outlet	Quarterly	The bar screen over the outlet should be intact and clear of debris. Water should flow freely through the outlet pipe.	Replace screen if it is not attached. Remove any trash or debris and dispose of properly. Clean out the end of pipe if necessary.
Side Slopes	Annually	Check around inlets and outlets for signs of erosion. Check berms for signs of sliding or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion.	Try and determine what has caused the erosion and fix it. Stabilize slopes by reinforcing the slope with rock, planting grass, or compacting the soil. Contact WSU Cooperative Extension for guidance on slope reinforcement.
Storage Area	Annually	Check to see if sediment is building up on the pond bottom. A buried or partially buried outlet structure or very slow infiltration rate probably indicates significant sediment deposits.	Clean out the sediment and re-seed the pond if deemed necessary to improve infiltration and control erosion.
Dikes	Annually	Any part of the dike which has settled significantly.	Build the dike back to the original elevation.
Emergency Overflow/Spillway	Annually	Check to see that the rip rap protective area is intact. If any exposed native soil is present you should repair it.	Replace rocks so that all native soil is covered.
Emergency Overflow/Spillway	One Time	Side of pond has no rip rap protective area to prevent erosion during emergency overflows.	A rip rap spillway should be installed
Sediment Trapping Area	Quarterly	Ensure that sediment and debris do not obstruct water flow into the infiltration area.	Clean out the sump area.
Sediment Trapping Area	One Time	Stormwater should not enter the infiltration area directly without some method of settling out solids.	Add a sediment trapping area by constructing a sump for settling of solids. This settling area should be separate from the rest of the facility.



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Control Structures and Flow Restrictors

These types of structures are usually placed out of sight in manholes that could be locked. They typically consist of two pipes, one placed above the other. The lower pipe will typically have a cover and a small hole drilled in it to allow for slow release of water. The upper pipe is usually larger in order to provide for emergency overflows.

<i>Part of Structure to Check</i>	<i>When to Check it</i>	<i>What to Check For</i>	<i>What to Do</i>
Orifice	Quarterly	Check to see if the orifice plate is being blocked by trash or debris. There should be enough space to get the orifice plate open for maintenance.	Remove trash and debris and dispose of correctly.
Outlet pipe	Annually	Open the manhole lid but do not put your head down in it. You may need to use a flashlight in order to see down into the manhole. While standing above the opening, check to see that the pipe is securely attached to the manhole wall. This "T" type pipe should be in an upright position. Check for rust holes or other openings that don't seem part of the design.	If you observe any of the preceding conditions call a professional engineer for technical assistance.
Clean out gate	Quarterly	Ensure that the Clean out gate is in place, watertight, and free of rust. You should be able to open the gate alone. Make sure the pull chain leading to the gate is in tact and within reach. Check for trash, debris, sediment, or vegetation that is blocking the plate.	If you observe any of the preceding conditions or can't get the Clean out gate open, call a Contractor
Overflow pipe	Quarterly	Trash, debris, sediment, or vegetation should not be blocking the overflow pipe.	Use a long handled rake or pitch fork to remove all such obstructions. If you can't get debris cleared, contact a Contractor.



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Catch Basins and Inlets

These structures are typically located in the streets and public rights-of-way. Local jurisdictions are responsible for routine maintenance of the pipes and catch basins in rights-of-way, while the Homeowners Association is responsible for keeping the grates clear of debris in all areas as well as pipes and catch basins in private areas.

<i>Part of Catch Basin to Check</i>	<i>When to Check it</i>	<i>What to Check For</i>	<i>What to Do</i>
Catch basin opening	During and after major storms	Trash or debris accumulating in front of the catch basin opening and not allowing water to flow in.	Remove blocking trash or debris with a rake and clean off the grate.
Catch basin	Quarterly	Sediment or debris in the basin should be kept under 50% of the depth from the bottom of the pipe to the bottom of the basin.. Use a long stick or broom handle to poke into sediment and determine depth.	Clean out the catch basin of sediment and debris.
Inlet and outlet pipes	Quarterly	Trash or debris in the pipes should not be more than 1/5 of its height. Also, there should not be any tree roots or other vegetation growing in the pipes.	Clean out inlet and outlet pipes of trash or debris.
Inlet and outlet pipe joints	Annually	There should be no cracks wider than 1/2 inch and longer than 1 foot at the joint of any inlet or outlet pipe. Also check for evidence of sediment entering the catch basin through cracks.	Repair cracks or replace the joints. Contact your local jurisdiction's stormwater maintenance division for technical assistance.
Grate	Quarterly	The grate should not have cracks longer than 2 inches. There should not be multiple cracks.	Replace the grate.
Frame	Quarterly	Ensure that the frame is sitting flush on top of the concrete structure (slab). A separation of more than 1/4 inch between the frame and the slab should be corrected.	Repair or replace the frame so it is flush with the slab.
Catch basin	Annually	Inspect the walls of the basin for cracks wider than 1/2 inch and longer than 3 feet. Also check for any evidence of sediment entering the catch basin through cracks. Determine whether or not the structure is sound.	Replace or repair the basin. Contact a professional engineer for evaluation.
Catch basin	Quarterly	There should be no chemicals such as natural gas, oil, and gasoline in the catch basin. Check for obnoxious color, odor, or oily sludge.	Clean out catch basin. Contact your local jurisdiction or Thurston County Environmental Health if you detect a color, odor, or oily sludge.
Oil/Water separator (downturned elbow or "T" in catch basin)	Quarterly	Water surface in catch basin has significant sludge, oil, grease, or scum layer covering all or most of the water surface.	Remove the catch basin lid and skim off oil layer. Pour oil into a disposable container, seal container, wrap securely in newspaper, and place in trash. Water surface should be clear of oily layer.
Pipe Elbow	Quarterly	Top or bottom of pipe appear to have broken off. Check for any apparent damage and check to see if it's plumb.	Remove the catch basin lid and examine the pipe for damage. If broken, hire a contractor to replace pipe in accordance with approved plans on file with your local jurisdiction.



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Conveyance Pipes, Ditches, and Swales

<i>Part of System to Check</i>	<i>When to Check it</i>	<i>What to Check For</i>	<i>What to Do</i>
Pipes	Annually	Accumulated sediment should not exceed 20% of the diameter of the pipe. Vegetation should not reduce free movement of water through pipes. Ensure that the protective coating is not damaged and rusted. Dents should not significantly impede flow. Pipe should not have major cracks or tears allowing water to leak out.	Clean out pipes of all sediment and debris. Remove all vegetation so that water flows freely through pipes. Repair or replace pipe. For long sections of underground pipe contact a Contractor for technical assistance.
Open ditches	Quarterly	There should not be any yard waste or litter in the ditch.	Remove trash and debris and dispose of them properly.
Open ditches	Annually	Accumulated sediment should not exceed 20% of the depth of the ditch.	Clean out ditch of all sediment and debris.
Open ditches & Swales	Annually	Check for vegetation (e.g., weedy shrubs or saplings) that reduces the free movement of water through ditches or swales.	Clear blocking vegetation so that water flows freely through ditches. Grassy vegetation should be left alone.
Open ditches & Swales	Quarterly	Check around inlets and outlets for signs of erosion. Check slopes for signs of sloughing or settling. Action is needed where eroded damage is over 2 inches deep and where there is potential for continued erosion.	Eliminate causes of erosion. Stabilize slopes by using appropriate erosion control measures (e.g., reinforce with rock, plant grass, compact soil.)
Open ditches & Swales	Annually	Native soil beneath the rock splash pad, check dam, or lining should not be visible.	Replace rocks to design standard.
Swales	Quarterly	Grass cover is sparse and weedy, or areas are overgrown with woody vegetation.	Aerate soils and reseed and mulch bare areas. Keep grass under 8 inches high. Remove woody growth, recontour, and reseed as necessary.
Swales	Quarterly	Swale has been filled in or blocked by shed, woodpile, shrubbery, etc.	If possible, speak with homeowner and request that the swale area be restored. Contact Homeowners Association to report problem if not rectified voluntarily.
Swales	Annually	Water stands in swale or flow velocity is very slow. Stagnation occurs.	A survey may be needed to check grades. Grades need to be in 1-5% range if possible. If grade is less than 1%, underdrains may need to be installed. Contact a Professional Engineer for technical assistance



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ATTACHMENT 'B'

POLLUTION SOURCE CONTROL PROGRAM

WHAT ARE POLLUTION SOURCE CONTROLS, AND WHY ARE THEY NEEDED?

Pollution source controls are actions taken by persons to reduce the amount of pollution reaching surface and ground waters. Controls, also called "best management practices" (BMPs), include:

- Altering the activity (e.g., substitute non-toxic products, recycle used oil, reroute floor drains to sanitary sewer from storm sewer)
- Enclosing or covering the activity (e.g., building a roof)
- Segregating the activity (e.g., diverting runoff away from an area that is contaminated)
- Routing runoff from the activity to a treatment alternative (e.g., to a wastewater treatment facility, sanitary sewer, or stormwater treatment area)

Pollution source controls are needed because of the contamination found in runoff from residential areas and the effect of this contamination on aquatic life and human health. Research on urban runoff in the Puget Sound area and elsewhere has found oil and grease, nutrients, organic substances, toxic metals, bacteria, viruses, and sediments at unacceptable levels. Effects of contaminated runoff include closure of shellfish harvesting areas and swimming areas, mortality of young fish and other aquatic organisms, tumors on fish, and impairment of fish reproduction.

MATERIALS USED AND WASTES GENERATED: Of particular concern are drives and roadways of residential subdivisions. Because of heavy vehicle usage, the concentration of oil and grease in stormwater may exceed the Ecology guidelines of 10 mg/l. Although there are no local data to confirm this view, limited research in the San Francisco Bay area found the mean concentration of oil and grease in stormwater to exceed 10 mg/l.

REQUIRED ACTIONS: The following actions shall be taken to ensure that pollution generated on site shall be minimized:

1. Warning signs (e.g., "Dump No Waste--Drains to Stream") shall be painted or embossed on or adjacent to all storm drain inlets. They shall be repainted as needed. Materials needed to undertake this task can be purchased or may be available from the Public Involvement Coordinator for the Department of Public Works.
2. Sediment removed from the constructed wetland shall be disposed of in a proper manner. Contact the City for inspection prior to completing this task.



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3. No activities shall be conducted on site that are likely to result in short-term high-concentration discharge of pollution to the stormwater system. Such activities may include, but are not limited to, heavy vehicle maintenance, and cleaning of equipment used in the periodic maintenance of buildings and paved surfaces.
4. Use of pesticides and fertilizers should be minimized.
5. Do not dump paint, solvents, oils, or other such substances, including yard waste, into storm drains or ponds.



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12/31/96 09:08A
Thurston Co, WA

Recorded at Request of and
After Recording Return to:

Glen L. Maurer
Pacific Properties, Inc.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CEDRONA**

Grantor: Cedrona Development, Inc.
Grantee: Homeowners Association, Plat of Cedrona
Legal Description: Portion of Butler Donation Claim No. 51,
T18N, R2W, W.M., and French Donation
Claim No. 66, PORTION of Section 5,
T18N, R2W, W.M.
Tax Parcel Nos: 09150063000; 09370047000; 09370047001; and
09370048000

THIS FIRST AMENDMENT TO DELCARATION OF RESTRICTIVE COVENANTS
FOR CEDRONA is made as of this 28TH day of May, 1997 by
CEDRONA DEVELOPMENT, INC., a Washington corporation, as Declarant.

Recitals

A. Declarant is the owner of certain real property (the
"Property") in Thurston County, Washington, legally described on
Exhibit A hereto.

B. The Property is subdivided as shown in the Plat for
Cedrona recorded under Thurston County Auditor's File No. 3072099,
records of Thurston County, Washington (the "Plat").

C. Declarant executed that certain Declaration of
Restrictive Covenants for Cedrona, which was recorded under
Thurston County Auditor's File No. 3080675 (the "Declaration").

D. Declarant wishes to amend the Declaration, as provided
in this First Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration, as
follows:



1. Removal and Reinstallation of Landscaping. Sections 2.9 and 2.10 of the Declaration are hereby amended to provide as follows. Within thirty (30) days following receipt of a written request from Thurston County, the Association, at the Association's expense, shall remove any landscaping and irrigation systems owned or maintained by the Association which are located within the public right-of-way for Cedrona Drive or Kaiser Road. Thurston County may request removal of such landscaping and irrigation systems for any purpose related to the County's use of the public right-of-way, including without limitation maintenance and repair of utilities located within the public right-of-way. Upon Thurston County's completion of the work which necessitated removal of the landscaping and irrigation systems, the Association may reinstall the landscaping and irrigation systems, at the Association's expense, upon approval of Thurston County, which shall not be unreasonably withheld. Thurston County shall withhold its consent for reinstallation of the landscaping and irrigation systems only in the event that Thurston County requires use of the public right-of-way for purposes such as widening of the public street which are inconsistent with continuation of the landscaping and irrigation systems. Thurston County shall approve or deny the Association's request to reinstall the landscaping and irrigation systems within twenty (20) days after receipt of request from the Association. If Thurston County does not respond within the twenty-day period, Thurston County shall be deemed to have approved the Association's request to reinstall the landscaping and irrigation systems.

2. Ratification. Except as specifically modified herein, all of the terms, covenants, easements and conditions of the Declaration shall continue in full force and effect and are hereby ratified by Declarant.

DATED as of the date first written above.

DECLARANT:

CEDRONA DEVELOPMENT, INC.,
a Washington corporation

By: 

Stephen Washburn
Its: President



STATE OF WASHINGTON)
)
COUNTY OF Thurston) ss.

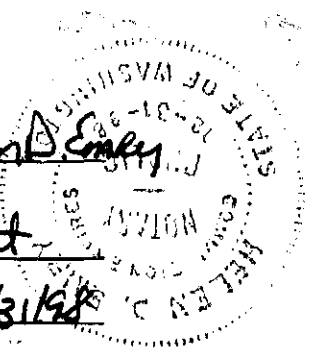
I certify that I know or have satisfactory evidence that Brent A. Payton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Development Review, Thurston County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/28/97.

Helen D. Emery Helen D. Emery
(Signature)

Senior Office Assistant
Title

My Appointment expires 12/31/98



Recorded at Request of and
After Recording Return to:

Glen L. Maurer
Pacific Properties, Inc.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CEDRONA**

40296-003(2)

Grantor: Cedrona Development, Inc.

Grantee: Homeowners Association, Plat of Cedrona

Legal Description: Portion of Butler Donation Claim No. 51,
T18N, R2W, W.M., and French Donation
Claim No. 66, PORTION of Section 5,
T18N, R2W, W.M.

Tax Parcel Nos: 09150063000; 09370047000; 09370047001; and
09370048000

Prior Document: 3080675

THIS SECOND AMENDMENT TO DELCARATION OF RESTRICTIVE COVENANTS
FOR CEDRONA (the "Second Amendment") is made as of this _____ day
of _____, 1997 by CEDRONA DEVELOPMENT, INC., a Washington
corporation, as Declarant.

Recitals

A. Declarant is the owner of certain real property (the
"Property") in Thurston County, Washington, legally described on
Exhibit A hereto.

B. The Property is subdivided as shown in the Plat for
Cedrona recorded under Thurston County Auditor's File No. 3072099,
records of Thurston County, Washington (the "Plat").

C. Declarant executed that certain Declaration of
Restrictive Covenants for Cedrona, which was recorded under
Thurston County Auditor's File No. 3080675 (the "Original
Declaration").

D. Declarant amended the Original Declaration by First
Amendment to Declaration of Restrictive Covenants for Cedrona (the



"First Amendment"). The Original Declaration as amended by the First Amendment shall hereinafter be referred to collectively as the "Declaration".

E. Declarant wishes to further amend the Declaration, as provided in this Second Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration, as follows:

1. Siding. Section 3.4.2 of the Declaration is hereby deleted, in its entirety, and the following is substituted:

Siding. All siding materials shall be of masonry (including stucco, dryvit, cultured stone, brick, stone, or similar material), and/or wood or wood type siding material. All paints or natural finishes shall be those colors commonly known as earth tones and shades of white.

2. Ratification. Except as specifically modified herein, all of the terms, covenants, easements and conditions of the Declaration shall continue in full force and effect and are hereby ratified by Declarant.

DATED as of the date first written above.

DECLARANT:

CEDRONA DEVELOPMENT, INC.,
a Washington corporation

By: _____

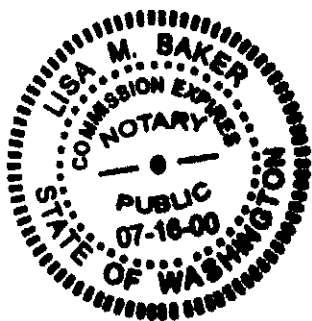
Stephen Washburn
Its: President



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Stephen Washburn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cedrona Development, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-7-97.



Lisa M. Baker
(Signature)

Title
My Appointment expires 7-16-00



Recorded at Request of and
After Recording Return to:

Glen Maurer
Pacific Properties
14410 Bel-Red Road, Suite 200
Bellevue, WA 98004

**THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CEDRONA**

Grantor: Cedrona Development, Inc. and Wm. Sherman & Co.,
Inc.

Grantee: Cedrona Development, Inc., Wm. Sherman & Co., and
Successor Owners of Lots 1-9, 11-14, 16-24, 60-79, 81 & 82

Legal Description: Portion of Butler Donation Claim No. 51,
T18N, R2W, W.M., and French Donation
Claim No. 66, PORTION of Section 5,
T18N, R2W, W.M.

Tax Parcel Nos: 09150063000; 09370047000; 09370047001; and
09370048000

Prior Documents: 3080675

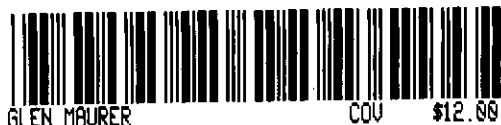
THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR CEDRONA (the "Third Amendment") is made as of this ____ day of
May, 1997 by CEDRONA DEVELOPMENT, INC., a Washington corporation,
as Declarant.

Recitals

A. Declarant executed that certain Declaration of
Restrictive Covenants for Cedrona, which was recorded under
Thurston County Auditor's File No. 3080675 (the "Original
Declaration"), and which was amended by First Amendment and Second
Amendment to Declaration of Restrictive Covenants for Cedrona
recorded under Thurston County Auditor's File No. _____
(the "First Amendment"). Collectively, the Original Declaration,
the First Amendment and the Second Amendment shall hereinafter be
referred to as the "Declaration". Except as specifically
otherwise defined herein, all capitalized terms shall have the
same meaning as set forth in the Declaration.

Y:\WP\WHB\0244\455A019A.ADB
5/15/97

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Page: 1 of 5
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Thurston Co, WA

B. Declarant is the fee owner of certain lots in the Plat, more particularly described as Lots 1-9, 11-14, 16-24, 60-64 and 78, Plat of Cedrona, recorded under Thurston County Auditor's File No. 3072099, records of Thurston County, Washington (the "Cedrona Property").

C. WM. SHERMAN & CO., INC. ("Sherman"), as a Participating Builder, is the fee owner of certain lots in the Plat, more particularly described as Lots 65-78, 81 and 82, Plat of Cedrona, recorded under Thurston County Auditor's File No. 3072099, records of Thurston County, Washington (the "Sherman Property"). Collectively, the Cedrona Property and the Sherman Property shall hereinafter be referred to as the "Property".

D. The Cedrona Property and the Sherman Property are located adjacent to a 50 foot open space buffer area (the "Buffer"), which is more particularly shown on the face of the Plat. The Buffer is included in the Common Area of the Plat and is owned by the Cedrona Homeowners Association (the "Association").

E. Declarant and Sherman wish to provide an easement area adjacent to the Buffer for the purposes of seasonal water storage and drainage over portions of the Cedrona Property and the Sherman Property.

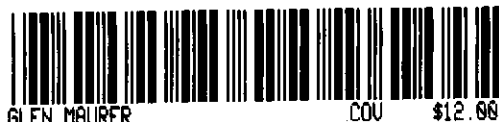
NOW, THEREFORE, Declarant hereby amends the Declaration, as follows:

1. Water Storage. A new Section 2.12 is hereby added to the Declaration, as follows:

Section 2.12 Water Storage. Declarant hereby creates and reserves a 25 foot easement along all rear property lines of the Property adjoining the Buffer (the "Water Storage Area") for the purpose of seasonal water storage and drainage. The real property benefited by this easement shall be the Buffer, owned by the Association, and all of the Lots located within the Property. No Owner shall construct any Structure or conduct any filling or grading within the Water Storage Area without submitting its Plans to the Association and receiving approval from the Association of the submitted Plans, all as more particularly provided in Section 3.2 of the Declaration.

The provisions of this Section are enforceable by the Association and also by all Lot Owners within the Property.

2. Ratification. Except as specifically modified herein,

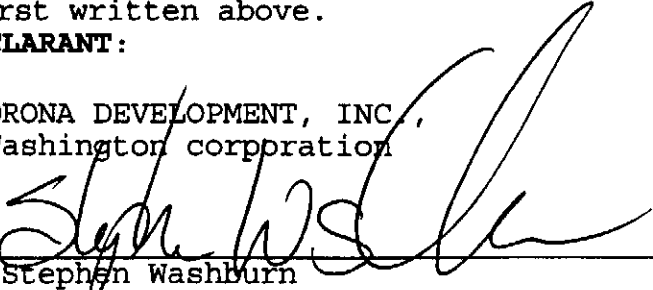


all of the terms, covenants, easements and conditions of the Declaration shall continue in full force and effect and are hereby ratified by the Declarant.

DATED as of the date first written above.

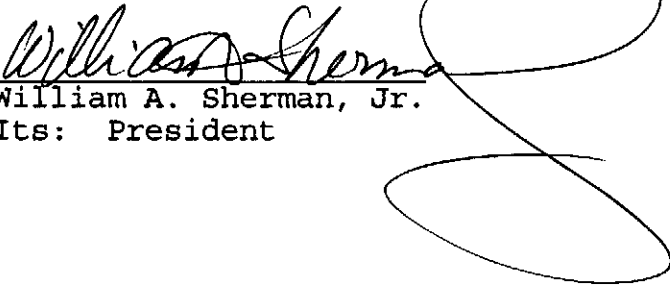
DECLARANT:

CEDRONA DEVELOPMENT, INC.,
a Washington corporation

By: 
Stephen Washburn
Its: President

Acknowledged and Agreed to this
16 day of May, 1997.

WM. SHERMAN & CO., INC., a
Washington corporation

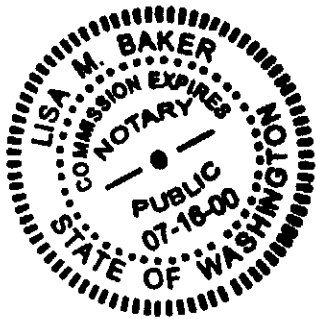
By: 
William A. Sherman, Jr.
Its: President



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Stephen Washburn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cedrona Development, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-15-97



Lisa M. Baker
(Signature)

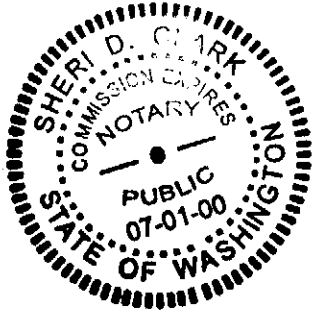
Title
My Appointment expires 7-16-00



STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that William A. Sherman^{Jr.} is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Wm. Sherman & Co., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 24, 1997.



Sheri D. Clark
(Signature)

Notary Public
Title

My Appointment expires 07-01-00



FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR CEDRONA

Grantor: Wm. Sherman & Co., Inc.
Grantee: All Lot Owners within the plat of Cedrona, records of Thurston County.
Legal Description: Portion of Butler Donation Claim No. 51, T18N, R2W, W. M., and French Donation Claim No. 66, Portion of Section 5, T18N, R2W, W.M.
Tax Parcel Nos: 3927-00-00100 through 3927-00-10400, consecutively, a total of 104 tax parcel numbers.
Prior Documents: 3080675, 3090359, 3094444, and 3095567

THIS FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR CEDRONA (the "Fourth Amendment") is made as of this 30th day of August, 2000 by Wm. Sherman & Co., Inc., a Washington corporation, as Declarant.

Recitals

- A. Declarant executed that certain Declaration of Restrictive Covenants for Cedrona, which was recorded under Thurston County Auditor's File No. 3080675 (the "Original Declaration"), and which was amended by First amendment, Second Amendment and Third Amendment to Declaration of Restrictive Covenants for Cedrona recorded under Thurston County Auditor's File No. 3090359 (the "First Amendment"), 3094444 (the "Second Amendment"), and 3095567 (the "Third Amendment"). Collectively, the Original Declaration, the First Amendment, Second Amendment and the Third Amendment shall hereinafter be referred to as the "Declaration". Except as specifically otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Declaration.
- B. Declarant is the fee owner of certain lots in the Plat more particularly described as Lots 39, 54, 86, 94-100, Plat of Cedrona, recorded under Thurston County, Washington (the "Cedrona Property"). Pursuant to Article 17 of the Original Declaration, the Declarant retained the authority to amend the Declaration for the efficient functioning of the Association, the Property or the Plat. Declarant retains such authority so long as it is



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Thurston Co. WA

the owner of lots within the Plat. Declarant hereby declares that it deems it necessary for the efficient functioning of the Association, the Property and the Plat to amend the Declaration as provided herein. Declarant further declares that the first three amendments to the Original Declaration likewise were necessary for the efficient function of the Association, the Property and the Plat.

- C. Provisions for enforcement of Declaration rules and regulations of the Association are included in Article 6, Section 6.2 of the Declaration.
- D. Declarant wishes to provide a schedule of actions and fines to further define the enforcement of the Restrictive Covenants for Cedrona.

NOW, THEREFORE, Declarant hereby amends the Declaration, as follows:

1. Schedule of actions and fines. A new Section 6.2.1 and 6.2.2 is hereby added to the Declaration as follows:

Section 6.2.1 Schedule of actions and fines. Declarant hereby creates the following schedule of actions and fines for the purpose of providing for the enforcement of the Restrictive Covenants for Cedrona. First notification of violations of Restrictions and/or Covenants will be in the form of a letter from the Board directed to the Lot Owner allegedly in violation of the Restriction and/or Covenant, stating (1) the specific provision of the Restrictive Covenants being violated, (2) the facts constituting the alleged violation, and (3) an acceptable remedy which must be completed within thirty (30) days. In the event the Lot Owner, has not, within 30 days from receipt of the First Notification, remedied the violation or made acceptable arrangements with the Board for completing a remedy for the violation, a Second notification may be sent by the Board. Second Notification of a violation of the Restriction and/or Covenants will be sent in the form of a letter from the Board directed to the Lot Owner in violation and stating (1) the specific provision of the Restrictive Covenants being violated, (2) the facts constituting the alleged violation, (3) an acceptable remedy which must be completed within ten (10) days of the postmarked date of the second notification letter, and (4) that failure to comply within such ten (10) days will result in the imposition of a fine of \$50.00 per day until the violation is remedied. In the event the Lot Owner has not, within such 10 day period, remedied the violation or made acceptable arrangements with the Board for completing a remedy for the violation, such Lot Owner in violation shall incur a fine of \$50.00 per day commencing on the 11th day following the postmarked date of the Second Notification and continuing until the remedy specified in the Second Notification letter has been completed to the satisfaction of the Board. All fines imposed under this Section shall be due upon their being imposed and shall be paid and collected on or before the due date of the yearly dues paid by the Lot Owner in



FIRST AMERICAN TITLE

C00

\$12.00

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Thurston Co, WA

violation. Such fines shall be used in accordance with the guidelines provided for dues. The provisions of this Section 6.2.1 are enforceable only by the Association acting through the Board.

Section 6.2.2 Collection. All fines imposed pursuant to authority of Section 6.2.1 above shall be collectible in accordance with Sections 8.1 through 8.6 of the Declaration as if the imposed fines are assessments. It is the intention of the Declarant that the collection of the fines imposed pursuant to Section 6.2.1 shall become a lien against the lot owner and shall be each individual Lot Owner's personal obligation; that such fines may be foreclosed in the event of delinquency, that late charges and interest will be due on delinquent fines, that the remedies are cumulative and no Lot Owner may avoid or escape liability by abandoning his or her Lot.

2. Ratification. Except as specifically modified herein, all of the terms, covenants, easements, and conditions of the Declaration shall continue in full force and effect and are hereby ratified by the Declarant.

DATED as of the date first written above.

DECLARANT:

Wm. Sherman & Co., Inc., a Washington corporation

By: William A. Sherman 9/30/00
William A. Sherman, Jr., President

By: T. Underwood 9.6.00.
Paul D. Underwood, Vice President

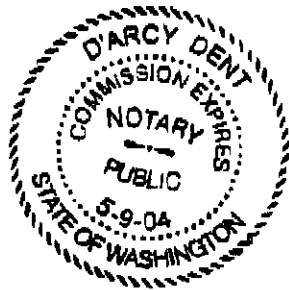


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Page: 4 of 5
09/13/2000 09:28P
Thurston Co., WA

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William A. Sherman, Jr. and Paul D. Underwood are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Vice-President, respectively, of Wm. Sherman & Co., Inc. to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 30th day of Aug., 2000. is 6th day of September, 2000



D'Arcy Dent
(Signature of Notary)

D'Arcy Dent
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington
My Appointment expires 05/09/04



**FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CEDRONA**

Grantor: Wm. Sherman & Co., Inc.
Grantee: All Lot Owners within the plat of Cedrona, records of Thurston County.
Legal Description: Portion of Butler Donation Claim No. 51, T18N, R2W, W. M.,
and French Donation Claim No. 66, Portion of Section 5, T18N,
R2W, W.M.
Tax Parcel Nos: 3927-00-00100 through 3927-00-10400, consecutively, a total of
104 tax parcel numbers.
Prior Documents: 3080675, 3090359, 3094444, and 3095567

THIS FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS FOR CEDRONA (the "Fourth Amendment") is made as of this 30th day
of August, 2000 by Wm. Sherman & Co., Inc., a Washington corporation, as Declarant.

Recitals

- A. Declarant executed that certain Declaration of Restrictive Covenants for Cedrona, which was recorded under Thurston County Auditor's File No. 3080675 (the "Original Declaration"), and which was amended by First amendment, Second Amendment and Third Amendment to Declaration of Restrictive Covenants for Cedrona recorded under Thurston County Auditor's File No. 3090359 (the "First Amendment"), 3094444 (the "Second Amendment"), and 3095567 (the "Third Amendment"). Collectively, the Original Declaration, the First Amendment, Second Amendment and the Third Amendment shall hereinafter be referred to as the "Declaration". Except as specifically otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Declaration.
- B. Declarant is the fee owner of certain lots in the Plat more particularly described as Lots 39, 54, 86, 94-100, Plat of Cedrona, recorded under Thurston County, Washington (the "Cedrona Property"). Pursuant to Article 17 of the Original Declaration, the Declarant retained the authority to amend the Declaration for the efficient functioning of the Association, the Property or the Plat. Declarant retains such authority so long as it is

the owner of lots within the Plat. Declarant hereby declares that it deems it necessary for the efficient functioning of the Association, the Property and the Plat to amend the Declaration as provided herein. Declarant further declares that the first three amendments to the Original Declaration likewise were necessary for the efficient function of the Association, the Property and the Plat.

- C. Provisions for enforcement of Declaration rules and regulations of the Association are included in Article 6, Section 6.2 of the Declaration.
- D. Declarant wishes to provide a schedule of actions and fines to further define the enforcement of the Restrictive Covenants for Cedrona.

NOW, THEREFORE, Declarant hereby amends the Declaration, as follows:

1. Schedule of actions and fines. A new Section 6.2.1 and 6.2.2 is hereby added to the Declaration as follows:

Section 6.2.1 Schedule of actions and fines. Declarant hereby creates the following schedule of actions and fines for the purpose of providing for the enforcement of the Restrictive Covenants for Cedrona. First notification of violations of Restrictions and/or Covenants will be in the form of a letter from the Board directed to the Lot Owner allegedly in violation of the Restriction and/or Covenant, stating (1) the specific provision of the Restrictive Covenants being violated, (2) the facts constituting the alleged violation, and (3) an acceptable remedy which must be completed within thirty (30) days. In the event the Lot Owner, has not, within 30 days from receipt of the First Notification, remedied the violation or made acceptable arrangements with the Board for completing a remedy for the violation, a Second notification may be sent by the Board. Second Notification of a violation of the Restriction and/or Covenants will be sent in the form of a letter from the Board directed to the Lot Owner in violation and stating (1) the specific provision of the Restrictive Covenants being violated, (2) the facts constituting the alleged violation, (3) an acceptable remedy which must be completed within ten (10) days of the postmarked date of the second notification letter, and (4) that failure to comply within such ten (10) days will result in the imposition of a fine of \$50.00 per day until the violation is remedied. In the event the Lot Owner has not, within such 10 day period, remedied the violation or made acceptable arrangements with the Board for completing a remedy for the violation, such Lot Owner in violation shall incur a fine of \$50.00 per day commencing on the 11th day following the postmarked date of the Second Notification and continuing until the remedy specified in the Second Notification letter has been completed to the satisfaction of the Board. All fines imposed under this Section shall be due upon their being imposed and shall be paid and collected on or before the due date of the yearly dues paid by the Lot Owner in

violation. Such fines shall be used in accordance with the guidelines provided for dues. The provisions of this Section 6.2.1 are enforceable only by the Association acting through the Board.

Section 6.2.2 Collection. All fines imposed pursuant to authority of Section 6.2.1 above shall be collectible in accordance with Sections 8.1 through 8.6 of the Declaration as if the imposed fines are assessments. It is the intention of the Declarant that the collection of the fines imposed pursuant to Section 6.2.1 shall become a lien against the lot owner and shall be each individual Lot Owner's personal obligation; that such fines may be foreclosed in the event of delinquency, that late charges and interest will be due on delinquent fines, that the remedies are cumulative and no Lot Owner may avoid or escape liability by abandoning his or her Lot.

2. Ratification. Except as specifically modified herein, all of the terms, covenants, easements, and conditions of the Declaration shall continue in full force and effect and are hereby ratified by the Declarant.

DATED as of the date first written above. . .

DECLARANT:

Wm. Sherman & Co., Inc., a Washington corporation

By: William A. Sherman, Jr. 9/6/00
William A. Sherman, Jr., President

By: T. Underwood 9.6.00
Paul D. Underwood, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William A. Sherman, Jr. and Paul D. Underwood are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Vice-President, respectively, of Wm. Sherman & Co., Inc. to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 30th day of Aug., 2000. 6th day of September, 2000



D'Arcy Dent
(Signature of Notary)

D'Arcy Dent
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington
My Appointment expires 05/09/04

RETURN ADDRESS

Please print neatly or type information
Document Title(s) **806773** FIRST AMERICAN TITLE INSURANCE COMPANY

12

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR CEDRONA

Reference Numbers(s) of related documents:
3080675, 3090359, 3094444 AND 3095567

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

WM. SHERMAN & CO. INC.

COURTESY RECORDING UNIT
No liability assumed by First
American Title for accuracy or
validity of this instrument or for
any condition of title.

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

ALL LOT OWNERS WITHIN THE PLAT OF CEDRONA

Additional grantees on page _____

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

CEDRONA LOTS 1 THRU 104

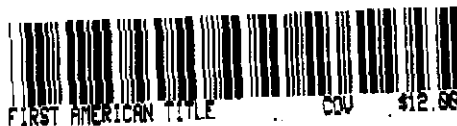
Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

39270000100 THROUGH 39270010400 CONSECUTIVELY, A TOTAL OF 104 PARCEL #S

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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Page: 1 of 5
09/13/2000 09:26P
Thurston Co, WA



First American Title Insurance Company

510 Plum St., S.E., Suite 200 Olympia, WA 98501 (360) 943-9350 FAX (360) 734-1564

Your Ref: COVENANTS FOR CEDRONA
 Policy Issue Date:
 Order No.: 806773

BILL SHERMAN - SHERMAN HOMES - SH449-75
 2100-124TH AVE N.E., #100
 BELLEVUE, WA 98005

Attention: ALISA SHERMAN REEB(S(COURTESY REC)

INVOICE

DATE	DESCRIPTION	AMOUNT
09-13-00	RECORDING, 4TH AMEND COVENANTS FOR CEDRONA	12.00

-----Balance due----- 12.00

To assure proper credit please detach this portion and return with remittance



SH449-75 - BILL SHERMAN - SHERMAN HOMES

Reference COVENANTS FOR CEDRONA
 Invoice No. 806773
 Balance Due 12.00

First American Title Insurance Company
 510 Plum St., S.E., Suite 200
 Olympia, WA 98501