

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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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



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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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