

When Recorded Return to:

David D. Cullen, Attorney At Law
West Hills Office Park, Building 11
1800 Cooper Point Rd. SW
Olympia, Washington 98502

DOCUMENT TITLE :	Declaration of Covenants
REF. NO. OF DOCUMENTS:	
ASSIGNED OR RELEASED:	Not applicable
GRANTOR(S)	Scenic Shores Community Association
GRANTEE(S):	The Public
LEGAL DESCRIPTION	See below ASSESSOR'S TAX PARCEL ID NO. : 22621231100

**DECLARATION OF COVENANTS
OF
SCENIC SHORES COMMUNITY ASSOCIATION
(Revised and Amended)**

The undersigned, being the elected officers of Scenic Shores Community Association representing the owners of all of the following described real property in Thurston County, Washington:

Lots 1, 2, 3 and 4 of Thurston County Short Plat No. 2819, as recorded on October 22, 1998, under Thurston County Auditor's file no. 3186892,

in order to provide for the sound development, the aesthetic quality, and the healthful conditions of the aforesaid real property, and so as to provide for control of the structures, buildings and improvements to be constructed on the property, do hereby declare that a majority of the owners of lots lying within all divisions of Scenic Shores have voted in writing to revise and amend the Covenants, Conditions and Restrictions now applicable to Scenic Shores and covenant for their successors, heirs and assigns, and agree to keep all of the covenants, conditions and restrictions hereinafter set forth and which are hereby and hereafter made applicable to the aforescribed real property, and which shall be binding upon the owners thereof to the extent provided in such covenants, and all the property shall be owned, held, used, occupied and developed in conformance with the covenants, conditions and restrictions set forth herein.

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ARTICLE I

DEFINITIONS

1. The "Development" shall refer to all four lots of the above-described short plat no. 2819, and any and all real property located within the legal boundaries of said short plat.
2. "Scenic Shores" shall refer to all the recorded divisions of the plats of Scenic Shores, or those hereafter recorded, including but not limited to all individual lots therein, collectively owned common areas, drainage and utility easements and private roads located within Scenic Shores.
3. The "Association" shall refer to Scenic Shores Community Association, a Washington corporation, whose purpose is to provide for the sound development of Scenic Shores, to enforce all applicable covenants, conditions and restrictions, to hold and maintain common areas for the benefit of Association members, and in general to promote the welfare of the members of the Association in accordance with the Association's Articles of Incorporation and By-Laws, as from time to time amended.
4. "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any parcel of real property in Scenic Shores, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation. An Owner shall include any person who holds record title to a Parcel in joint ownership with any other person or holds an undivided fee interest in any Parcel.
5. "Beneficial Owners" shall mean any person or entity holding any type of real property security interest in any parcel of real property in Scenic Shores.
6. "Resident" shall mean (a) an Owner actually residing on a Parcel; (b) members of the immediate family of each Owner and actually living in the same household on a Parcel with such Owner; or (c) tenants/renters.
7. "Common area" shall mean those parcels of real property that are intended for the common use and enjoyment of the Owners in Lots 1 through 4 of Thurston County Short Plat No. 2819, as recorded on October 22, 1998, under Auditor's file No. 3186892.
8. "Parcel" shall mean any plot of land shown on the recorded subdivision.
9. "Member" shall mean any person holding a membership in the Scenic Shores Community Association pursuant to this Declaration. Membership in the Scenic Shores Community Association shall be appurtenant to, and may not be separated from Ownership of a Parcel.



10. "Membership" shall mean a membership in the Scenic Shores Community Association.

11. "Board" shall mean the Board of Directors of the Scenic Shores Community Association.

12. "Annual Assessment" shall mean the charge levied and assessed each year against each parcel pursuant to Article 8 hereof.

13. "Assessment" shall mean an Annual or Special Assessment as provided in Article 8 hereof.

14. "Assessment Lien" shall mean the lien created and imposed by Article 8 hereof.

15. "Covenants" shall mean the covenants, conditions, restrictions, Assessments, charges, servitudes, liens, reservations, and easements, if any, set forth herein.

16. "Declarants" shall mean those persons or entities who are Owners and Beneficial Owners of any parcel of real property of Scenic Shores.

17. "First Mortgage and First Mortgagee" shall mean respectively (a) a recorded mortgage or deed of trust that has legal priority over all other mortgages or deeds of trust thereon; and (b) the holder of a first mortgage or deed of trust.

18. "Governing Documents" shall mean the Articles of Incorporation and Bylaws of the Scenic Shores Community, this Declaration and any applicable Scenic Shores Community Association rules and regulations, as from time to time may be amended.

19. "Scenic Shores Community Association Rules" shall mean the rules and regulations for Scenic Shores Community Association adopted by the Board of the Scenic Shores Community Association.

20. Other Definitional Provisions.

The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Declaration shall refer to this Declaration as a whole and not to any particular provision of this Declaration. Whenever used in this Declaration, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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ARTICLE II

RECITALS

In connection with its development of the Development, it was deemed to be of mutual benefit to the Development and the Association to legally establish the Development for all intents and purposes as an additional "division" of Scenic Shores.

Developer took any and all actions necessary to so establish the Development as an additional division of Scenic Shores.

ARTICLE III

GENERAL PROVISIONS

1. All land in the Development shall be acquired, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots. These protective covenants and restrictions shall run with the land and every person who by deed, contract, or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract, or lease subject to all of the restrictions, conditions, and covenants herein stated; and his or her respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in the Development and by the Association, against any person who shall violate or attempt or threaten to violate them.

3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Declaration of Covenants, Conditions and Restrictions", and file number of the Auditor of Thurston County under which they are recorded. All lots within the Development are hereby on notice of the existence and applicability of these covenants, conditions and restrictions, and each lot and lot owner shall be bound thereby regardless of the reference to or the lack of reference thereto in any future instrument or conveyance. The Association has filed, on January 8, 2005, Articles of Amendment with the Washington Secretary of State, and has adopted First Amended Bylaws dated December 18, 2004, which Governing Documents are intended to be correlated with these Covenants.

4. Superseding Declaration. This Declaration supersedes and is made in full substitution of any prior Covenants, Conditions, or Restrictions which may have been imposed on the subject land by the Declarants or any predecessors in interest.



ARTICLE IV

WATER WELLS AND LOCATION OF BUILDINGS AND SEPTIC SYSTEMS

1. No private wells shall be permitted in the Development, except those lots in Divisions 6 and 7 which have such facilities located thereon prior to the date hereof; provided that, lots with their own private wells shall not participate in any net revenues realized by the Association water company's operations in the ordinary course of business (but may share in any net proceeds resulting from the sale of the all or a substantial portion of water company assets). Each water user must be served by the Association community water system via mains and metered connections provided to satisfy requirements for final approval of the Development short plat.

2. Location of septic systems (including drainfields) and location of all permanent structures on lots in the Development must take into consideration and honor the protective 100-foot non-contamination easements for "Scenic Shores Water", and the utility easements as shown on the recorded short plat of the Development. Fencing per engineering recommendation for security of Association water wells adjacent to the South boundary of the Development and to protect the system controls in the small system enclosure (referenced as "existing pumphouse" on short plat map) now located on the utility easement on the Southern boundary of the Development shall be installed by the Association so as not to extend beyond the Southern utility easement shown on the plat.

3. Any and all activities and uses of each lot owner on each lot shall be in compliance with WAC 245-290-135 ("Source Protection"), as now exists or as hereafter amended.

ARTICLE V

SIGNS/BUSINESSES

1. No sign of any kind shall be displayed to the public view in the Development, and no in-home business shall be allowed, except the following:

- (a) one sign for each lot of not more than two square feet in area identifying occupants and/or address;
- (b) one sign of not more than five square feet advertising a lot for sale or rent;
- (c) private business, such as an Internet based business, or such a business as shall not create or add public traffic at the residence;
- (d) political candidate signs during election cycles.

2. No sign of any kind shall be displayed to public view in the Development unless and until its coloring, design, and location have been approved by the Association Architectural Control Committee.

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ARTICLE VI

ANIMALS AND USE OF PESTICIDES

1. No domestic or farm animal or fowl of any kind shall be kept, quartered or maintained in the Development at any time except:

Dogs, cats or other household pets may be kept on a non-commercial scale by owners of these lots. Dogs must be kept within a fenced area or on leashes in the Development as required by the County Dog Control Ordinance applicable in the community. Dogs found roaming anywhere in the community are subject to being retrieved by county Animal Control officers. Horses or other large animals must not be kept under any conditions in the Development on any lot under five (5) acres in size or as allowed by Thurston County ordinance, with a maximum of one head per acre.

2. Use of pesticides or any other such chemicals applied to the ground surface within the protective 100 foot non-contamination easements referenced in Section 2 of Article IV hereinabove is prohibited.

ARTICLE VII

REFUSE AND SEWAGE

1. No trash, garbage, ashes or other refuse shall be thrown, dumped or otherwise placed or disposed of on any land in the Development, vacant or otherwise. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from view from any streets in the community.

2. No sewage disposal system of any kind shall be permitted in the Development unless it is designed, located, constructed and maintained in accordance with the requirements and standards of the proper governmental authorities. The use of privies or other pit toilets will not be permitted.

ARTICLE VIII

SCENIC SHORES COMMUNITY ASSOCIATION, INC.

1. All owners of lots in the Development are and will be automatically members of the Association. Each lot owner shall be entitled to one vote in the Association.

2. Every conveyance or other transfer of land in the Development or interests therein shall be subject to the Articles of Incorporation and the Bylaws of the Association



as from time to time amended. Every grantee or purchaser of an interest in land in the Development agrees, by the act of purchasing or accepting the same for himself, his heirs, assigns and other successors, to be bound by said Articles and Bylaws; faithfully to perform all obligations thereby imposed on him; and in particular, to pay such assessments as the Association may from time to time in accordance with the said Bylaws and for purposes therein specified levy. As noted above, the Association has filed Articles of Amendment with the Washington Secretary of State, and has adopted First Amended Bylaws, which Governing Documents are intended to be correlated with these Covenants.

3. **ASSESSMENTS FOR COMMON EXPENSES.** The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amounts necessary to meet the common expenses of the Association, and allocate and assess such common expenses among the Owners according to their respective percentages of undivided interest in Scenic Shores' common areas and water system by annual and special assessments. The common expenses shall include all amounts as the Board may deem necessary or advisable for the lawful exercise of its powers and duties.

4. **BOARD NOTICE OF ANNUAL AND SPECIAL ASSESSMENTS.** Board shall advise all Owners, in writing and at least thirty (30) days in advance of each annual assessment period, of the amount of the annual and special assessment payable by each of them, respectively.

5. **BOARD NOTICE OF SURPLUS.** The Board may, but shall not be required to, return excess Assessments for any year over and above actual expenses paid or incurred or apply such excess against the following year's Annual Assessment. The Board shall advise all Owners, promptly in writing, of the amount of the Annual Assessments payable to each of them, respectively, as determined by the Board, and shall furnish copies of each budget on which such estimates are based to all Owners and to their mortgagees who have requested copies of such budget.

6. **RESERVES AND WORKING CAPITAL.** There shall be established by the annual and special assessments an adequate reserve fund for the periodic maintenance, repair and replacement of the common areas and water system that must be maintained, repaired or replaced on a periodic basis, which funds shall be maintained out of regular Annual Assessments for common expenses.

7. **COMMENCEMENT OF ANNUAL ASSESSMENTS.** The regular Annual Assessments provided for herein shall commence as to each Owner as of January 1 of each year.

8. **PAYMENT OF ASSESSMENTS; PERSONAL OBLIGATION.** Annual Assessments are payable at such times as the Board shall determine. Special assessments are payable at such times as the Board shall determine. Each Assessment, in addition to constituting an Assessment Lien as provided for in this Declaration, shall also be, together



with interest, costs and reasonable attorney's fees as hereinafter provided, the personal obligation of the person who was the Owner of the Parcel against which the Assessment is made at the time the Assessment fell due.

9. COLLECTION OF ASSESSMENTS. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum. The Board may initiate an action to enforce payment of any delinquent Assessment, and in such event the Owner liable therefor shall pay all of the costs and expenses incurred incident thereto, including a reasonable sum as attorney's fees, all of which shall be served by the Assessment Lien provided for herein. In addition thereto, the Board may enforce collection of delinquent Assessments in any one or more of the following methods:

9.1 After ten (10) days prior notice to the Owner of intent to sever utilities for delinquent Assessments, the utilities to any building, improvement or structure on his or her respective Parcel legally described in Exhibit A upon which the Assessment remains delinquent may be severed and disconnected in whole or in part until the Assessments are paid or otherwise provided for to the satisfaction of the Board.

9.2 An action may be commenced to foreclose the Assessment Lien.

10. LIENS AND FORECLOSURES. All sums assessed by the Scenic Shores Community Association of Owners, but unpaid, for the share of the common expenses chargeable to any Owner, together with interest, costs and reasonable attorney's fees, shall constitute a lien on the Parcel of such Owner prior to all their liens except only (i) tax liens on the Parcel in favor of any assessing unit and/or special district; (ii) all sums unpaid on all mortgages previously of record against the Parcel; and (iii) liens recorded before recording of this Declaration. Such Assessment Lien may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as a mortgage of real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same; however, the provisions of this sentence shall be enforceable only if the Association obtains the approval of the First Mortgagee if any, of the Owner that is in default. The Board, acting on behalf of the Association, shall have the power to "bid in" at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment, the period of redemption shall be the minimum as established by law, after the sale. Suit to recover any judgment or any unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment Lien securing the same.

11. LIABILITY OF MORTGAGEE OR PURCHASER. Where the mortgagee of a mortgage of record or other purchaser of a Parcel obtains possession of the Parcel as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, such

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possessor, his successors and assigns, shall be liable for Assessments by the Association chargeable to such Parcel which became due prior to such possession.

12. CONVEYANCE; LIABILITY OF GRANTOR AND GRANTEE FOR UNPAID COMMON EXPENSES. In a voluntary conveyance, the grantee of a Parcel shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid Assessments against the grantor, and such grantee shall not be liable for, nor shall the Parcel be conveyed subject to an Assessment Lien for, any unpaid Assessments against the grantor in excess of the amount therein set forth.

13. NONUSE. No Owner may exempt himself or herself from liability for his contribution towards the common expense by waiver of the use or enjoyment of any of the common areas and/or water system or by abandonment of his Parcel.

14. DAMAGE OR DESTRUCTION. In the event of damage or destruction to the common areas and/or water system, the Board shall decide on a course of action.

ARTICLE IX

BUILDING RESTRICTIONS

1. Only on-site-built, single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on the lots in the Development. The placement use of mobile homes as permanent residences is prohibited after the date of recording these Covenants, except on lots which have, prior to the date hereof, had such facilities located thereon. No junk cars or other unusable vehicles are allowed on any Parcel at any time, and must be removed by the owner upon 10 days' notice in writing from the Board.

2. No construction shall be started without first obtaining a building permit from the proper governmental authority. All buildings shall conform to the specifications of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

3. Each single-family residence shall contain a minimum of 1,000 square feet, exclusive of second floors, open decks, garages, covered carports, sheds, or other appurtenances or outbuildings. Yards shall be maintained and kept trimmed in keeping with the standards of the community as a whole.

4. Buildings on Development lots shall be simple, well-proportioned structures. Exterior finishes shall have a flat, no-gloss appearance, and colors shall tend to

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dark greys, grey-greens, and subdued earth tones. Exterior trim shall be stained or painted to complement the finishes they adjoin.

5. Buildings shall have roof eaves and rake overhangs of not less than 24 inches. The Association's Architectural Control Committee may, upon application, grant exceptions from this requirement to applicants who establish, to the satisfaction of the Architectural Control Committee, that the building designs desired by them are aesthetically as appealing, as suited to climatic conditions and as compatible with the overall character of the Development buildings having roof eaves and rake overhangs of not less than 24 inches.

6. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors:

- (a) quality of workmanship and materials;
 - (b) harmony of external design and finish with the topography and with existing structures;
 - (c) the effect which the proposed structures or alterations will have on other building sites and views therefrom;
 - (d) all other factors which the Committee may in its sole discretion deem to affect the desirability or suitability of the proposed structure or alteration.
- Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under section 9 of this Article IX, and if they are complementary to and compatible with the design and location of the proposed permanent residence, The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of locations, plans and specifications.

Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within thirty (30) days of submission to the Committee or its duly appointed representatives and shall be in writing. Any owner or purchaser adversely affected by Committee action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's action, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

Minimum side yards and set-back distances are to be those specified by the proper governmental authorities.



The exterior of any buildings shall be completed within one (1) year of the beginning of construction so as to present a finished appearance when viewed from any angle.

11. No fence, hedge, or boundary wall shall be located closer to the street than the minimum building set-back line. No fence, hedge, or boundary wall situated anywhere on a Development lot shall have a height greater than six (6) feet above the finished grade surface of the ground, and in no event shall any fence, hedge, or boundary wall be maintained or permitted to remain at a height that unreasonably impairs the view from any other lot. All such structures shall be aesthetically pleasing. Plans for all fences shall be submitted to the Architectural Committee for its review and approval as to design and building material prior to beginning construction. No trees or bushes, other than those presently growing in the Development shall be permitted to attain a height that would unduly impair the view from any other lot.

12. Adequate off-street parking for at least two cars shall be provided on each lot. Recreational vehicles and commercial vehicles shall only be parked to the side or in the rear of the house.

13. The use of tents, campers or travel trailer 20 feet in length shall be permitted on residential lots for weekend and vacation use, and during the one-year construction period referenced above.

14. Easements for drainage, utilities and access roads are reserved as shown on the face of the plat of the Development.

15. No lot within the Development shall be further subdivided, except individual lots of greater than five (5) acres in size and then only in strict conformity with Thurston County ordinances.

ARTICLE X

ENFORCEMENT OF COVENANTS

All covenants shall run with the land as a condition binding on all owners and all persons claiming title thereto. If the owners hereto or any of them, or their heirs and assigns violate or attempt to violate any of the covenants provided herein, then the Board, any lot owner, or the grantor shall have the right to prosecute in any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages including court costs and reasonable attorneys fees for such violation. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.



ARTICLE XI

DURATION OF PROTECTIVE COVENANTS

1. These protective covenants shall be of indefinite duration, unless and until the persons owning a majority of the lots in the Development agree to change the covenants in part or in full. These Covenants may be amended at any time by the affirmative vote of a simple majority (50% plus one vote) of the total members / owners of lots in Scenic Shores (the Development) at the regular annual membership meeting or at a special membership meeting called for such purpose and after notice in writing to the members of such proposed change or changes to these Covenants.

2. Notwithstanding the provisions of Section 1 of this Article XI, the lot owners in the Development shall not be entitled to terminate their membership in the Association, nor shall they have the right to revise, amend or repeal these protective covenants in such a way as to contradict the lawful acts of the Association, taken in accordance with its Articles of Incorporation and By-Laws.)

ARTICLE XII

SEVERABILITY

Invalidation by judgment or other court order of any provisions, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

DATED this 12 day of February, 2008.

SCENIC SHORES COMMUNITY ASSOCIATION


Patrick McCauley, President


Nina Helpling, Secretary



CERTIFICATE

THIS IS TO CERTIFY that the foregoing Declaration of Covenants of Scenic Shores Community Association (Revised and Amended) has been approved by the written vote of



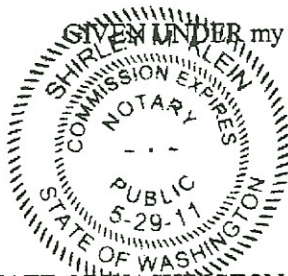
the persons owning a majority of the lots in Scenic Shores, and that the signatures are on file, attached to the duplicate original of this instrument on file in the office of the corporation.

DATED this 12 day of February, 2008.

Nina Helpling
Nina Helpling, Secretary

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 12 day of February, 2008, before me the undersigned, a Notary Public in and for said County and State, personally appeared Pat McCauley personally known to me to be the President of Scenic Shores Community Association, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.

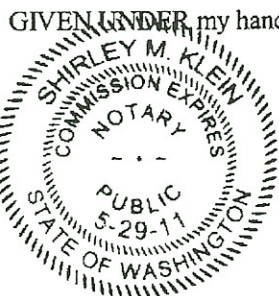


GIVEN UNDER my hand and seal the day and year first noted above.

Shirley M. Klein
Print Name: SHIRLEY M. KLEIN
NOTARY PUBLIC in and for the State of
Washington, residing at Lemwate
My appointment expires: 5-29-11

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 12 day of February, 2008, before me the undersigned, a Notary Public in and for said County and State, personally appeared Nina Helpling personally known to me to be the Secretary of Scenic Shores Community Association, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.



GIVEN UNDER my hand and seal the day and year first noted above.

Shirley M. Klein
Print Name: SHIRLEY M. KLEIN
NOTARY PUBLIC in and for the State of
Washington, residing at Lemwate
My appointment expires: 5-29-11



When Recorded Return to:
David D. Cullen, Attorney At Law
West Hills Office Park, Building 11
1800 Cooper Point Rd. SW
Olympia, Washington 98502

DOCUMENT TITLE:	CORRECTION TO Declaration of Covenants
REF. NO. OF DOCUMENTS:	3989191
ASSIGNED OR RELEASED:	Not applicable
GRANTOR(S)	Scenic Shores Community Association
GRANTEE(S):	The Public
LEGAL DESCRIPTION	See below ASSESSOR'S TAX PARCEL ID NO. : 22621231100

**CORRECTION TO
DECLARATION OF COVENANTS
OF
SCENIC SHORES COMMUNITY ASSOCIATION
(Revised and Amended)**

The undersigned, being the elected officers of Scenic Shores Community Association representing the owners of all of the following described real property in Thurston County, Washington:

Lots 1, 2, 3 and 4 of Thurston County Short Plat No. 2819, as recorded on October 22, 1998, under Thurston County Auditor's file no. 3186892,

STATE AS FOLLOWS:

That Article IV, WATER WELLS AND LOCATION OF BUILDING AND SEPTIC SYSTEMS, Section 3, a typographical error occurred and the correct governing Washington Administrative Code (WAC) should have been stated as WAC 246-290-135 (not WAC 245-290-135).

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Thurston County Washington
DAVID CULLEN

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January 20, 2011

To: Scenic Shores Community Association (SSCA) Members
From: Marc Giron, Vice President
Subject: Priority List of Enforcement of Covenants

Dear Association Member:

At our semi - annual meeting on Saturday, January 15, 2011, our Architectural sub-committee presented the twelve most important items the Board of Trustees prioritized to be enforced for the good of the community. This is totally based upon the existing Covenants, but gives the following:

- 1. Specific Item, i.e. New Home Construction rules.**
- 2. What must be done before site preparation.**
- 3. Where this is covered in the Covenants.**
- 4. The fee schedule.**
- 5. The fine if rules are not complied with.**

These prioritized items has been reviewed by our lawyer and passed by the Board.

This is a guide to the Architectural Committee from the Board. If there is not an Architectural Committee in place then the Board is the Architectural Committee.

This is nothing new. With this mailing every one of the owners in the SSCA knows the rules. Thank you for your cooperation. We're looking forward to a successful 2011.

**Sincerely,
Marc Giron, Vice President**

SCENIC SHORES COMMUNITY ASSOCIATION ARCHITECTURAL COMMITTEE PRIORITY LIST
SEPTEMBER/2010

MISSION STATEMENT:

IT IS OUR MISSION TO BUILD AND MAINTAIN A STRONG, FRIENDLY COMMUNITY, WHERE NEIGHBORS WORK WITH NEIGHBORS TO KEEP OUR SCENIC SHORES COMMUNITY AND OUR HOMES AESTHETICALLY PLEASING AND VALUABLE.

FEES AND FINES

ALL FEES AND FINES MUST BE PAID WITHIN 30 DAYS UNLESS OTHERWISE STATED.

THE FOLLOWING PENALTIES WILL BE IMPOSED:

- 1. DEACTIVATION OF WELL HEAD/PARK ENTRANCE CARDS UNTIL FEE IS PAID.**
- 2. ALL FINANCE CHARGES AND LEGAL FEES ARE PAID BY THE HOMEOWNER.**
- 3. SUSPENSION OF ATTENDANCE AND VOTING PRIVILEGES AT ASSOCIATION MEETINGS.**

DEFINITIONS:

- ARCHITECTURAL COMMITTEE-AC**
- SCENIC SHORES COMMUNITY ASSOCIATION-SSCA**
- SCENIC SHORES WATER COMPANY-SSWC**
- OWNER- OWNER OF RECORD TO ANY PARCEL**

#1 New Home Construction:

The AC must be contacted before site preparation or construction is started. The AC must approve the plans before construction is started. The owner must supply the following for AC approval:

- 1. Provide a site plan showing placement of all buildings, septic system design, and driveway.**
- 2. Provide adequate architectural drawings of buildings for review by the AC. Drawings must include a rendering of how the house will look foundation dimensions, exterior elevations, overhangs, roofing type and color, type of exterior siding and all exterior colors.**
- 3. No construction shall be started without first obtaining a building permit from the proper government authority and AC.**
- 4. Any changes during construction from the original plan must be approved by the AC.**
- 5. A follow up inspection by the AC upon completion is required.**

Covenant Coverage: Article 9, Building Restrictions #1, 2, 3,4,5,6,12,13,14.

Fee Schedule: 1000-1999 sq. ft., \$100, \$25 for each 1000 sq. ft. over 2,000 sq. ft.

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Fine: \$5000 fine will be issued by AC if construction starts without approval from AC. The fine will also apply if changes are made without approval from the AC.

#2 Remodel Add- ons:

The AC must be contacted before any construction is started on remodels that affect the exterior of the house by adding on extra square footage. The owner must supply the following to the AC for approval:

1. Provide a plan showing the addition along with drawing on how the addition square footage affects the look of the present house.
2. No construction shall be started without first obtaining a building permit from the proper government authority and AC.
3. Any changes during construction from the original plan must be approved by the AC.
4. A follow up inspection by the AC upon completion is required.

Covenant Coverage: Article 9, Building Restrictions #2, 5, 6, 11, 14.

Fee Schedule: 0-500 sq. ft. \$50, \$25 for each 500 sq. ft. over the initial 500 sq. ft.

Fine: \$1000 fine will be issued by AC if construction starts without approval from AC. The fine will also apply if changes are made without approval from the AC.

3 Out buildings under 200 sq. ft.

This includes all small buildings, storage or otherwise, that are stationary. The AC must be notified and approval for placement on the owner's property. The owner must supply the following to the AC:

1. Basic drawings showing how the building will look and where it will be located.
2. Structure should be either same color as house or follow color requirements in the Covenants.
3. Building use.
4. This also covers dog kennels, houses, and runs.

Covenant Coverage: Article 9, Building restrictions #1, 2, 4, 5,6,11.

Fine: \$250

#4 Out buildings over 200 sq. ft.:

All out buildings over 200 sq. ft. must be approved by the AC before construction. The owner must supply the following to the AC:

1. Provide a drawing on how the out building will look and a drawing of the property on where the building will be located on the property.
2. Provide a sample of the building materials used exterior along with colors and roofing materials and color.
3. No construction or land preparation shall be started without first obtaining a building permit from the proper government authority and the AC.
4. Building use.

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Covenant Coverage: Article 9, Building restrictions #1, 2, 4, 5,6,11.

Fee Schedule: \$50 for 200-1000 sq. ft. \$25 for every 1000 sq. ft. additional.

Fine: 200-499 sq. ft. \$400; 500-999 sq. ft. \$500, 1000 -2000 sq. ft. \$1000; for each 1000 sq. ft. Over 1000 sq. ft. would be \$1000. For example a 3000 sq. ft. building fine would be \$3000.

#5 RV's, Boats, Trailers, Cars, Storage Requirements:

1. No junk cars or other unusable vehicles are allowed on any Parcel at any time, and must be removed by the owner upon 10 days' notice in writing from the Board and AC.
2. All recreational vehicles, commercial vehicles, boats, and trailers shall only be parked to the side or in the rear of the house. All vehicles and trailers must be current on registrations.

Covenant Coverage: Article 9, Building Restrictions #1, 12.

Fine: The offending vehicle has 10 days from the receipt of notice from the AC to be removed. If the offending vehicle is not removed after a 10 day grace period then a \$100 fine will be leveled for the next 20 days, after a second month the fine goes to \$300 a month until the vehicle is removed.

#6 Fences.

All fences must be approved by the AC. Replacement fences, not in violation of Covenants, of same location, height, and type do not need approval.

Covenant Coverage: Article 9, building Restrictions #11.

Fine: \$250 if construction is done without approval of the AC.

#7 Tree Removal:

The Covenants follow Thurston County rules for tree removal. Trees 18" at the base in diameter or smaller can be removed without permission from AC. Those Trees above 18" in diameter at the base must be approved by the AC.

Covenant Coverage: Article 3, General Provisions #1, #2.

Fine: \$100 per tree cut without AC permission.

#8 Businesses on Premise:

Private business, such as an Internet based business, or such a business shall not create or add public traffic at residence. Any supplies for a business must be stored out of sight from the public view. Anything to do with a business that is visible will be addressed by the AC. Upon receipt of a letter from the AC, any visible evidence must be removed within 10 days.

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Covenant Coverage: Article 5, Signs/Businesses: 1(c).

Fine: If visible evidence is not removed within the 10 days from receipt of letter from AC, a \$ 50 per month fine will apply until removal is completed.

#9 Well/Head/Park Rules on Dogs (pets) and Parking in Ramp Area:

No pets allowed in this area. No parking at the ramp area. Anyone caught with a pet in area or parking at the boat ramp area will have their pass deactivated for one year.

Covenant Coverage: Article 3, General Provisions #1, 2, 3.

Fine: First offense, termination of gate pass for 1 year or \$50 fine; Second offense, termination of gate pass for 1 year; plus \$200 fine.

#10 Garbage Trashed Yard:

Lot owners and renters of each lot are advised to have garbage pickup on the designed day by the refuse company servicing the SSCA. Note the following

1. Lot owners are advised to obtain garbage service in their name when their dwelling is rented. Otherwise if a renter does not subscribe to the designated refuse service, the lot owner will be responsible for the fine.
2. Discarded material that does not fit in garbage or designated recycle bins must be disposed of outside of the SSCA. No storing material to be discarded in the front yard. It must be out of sight.
3. No putting out material on any lot any time as "Free." It's the same as #2.
4. Any yard that is not kept up to minimum standards, will be cited for correction via mail from AC. It must be rectified within 30 days of receipt of letter or fines will be imposed.
5. No illegal burn of garbage.

Covenant Coverage: Article 7, Refuse, and Sewage #1.

Fines: Upon receipt of letter from the AC the lot owner has 30 days to comply. If no compliance than fine is \$50 per month until violation is rectified.

#11 Animals:

No domestic or farm animal or fowl of any kind shall be kept, quartered, or maintained in the SSCA Development. Division Six are allowed Horses or large domestic animals limited at one per acre.

1. Dogs are limited to three per lot. Dogs must be licensed and rabies shots up to date.
2. Dogs must be contained in fenced lot and leash laws apply anytime dogs are off their owner's lot.

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3. Dogs that are owned by a renter must follow the same rules as #1 and #2. If a renter's dog is in violation, the AC will attempt to serve the renter for the violation. If renter does not correct their violation then the land owner will be liable.
4. Both lot owners and renters are subject to all county rules for animals.
5. Barking dogs. If complaints are lodged in writing to AC a letter will be sent to the owner/renter to correct within ten days of receipt of letter. If action is not taken then the assigned fines will be imposed and a formal complaint to the Animal Services will be filed.
6. All Dog owners are responsible for cleaning up after their animals.

Covenant Coverage: Article 6, #1, #2.

Fines: First violation \$25, Second \$50, Third 100.

#12 Color of Homes and All Out Buildings Repainted:

All buildings of all sizes must have their color approved for repainted buildings.

Covenant Coverage: Article 9, #4.

Fine: \$250