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AUDITOR, Pierce County, WASHINGTON

After Recording Return to:
Bryce H. Dille
of Campbell, Dille, Barnett & Smith PLLC
317 South Meridian
Puyallup, WA 98371

**FIRST AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS
& RESTRICTIONS FOR SHAWNEE RIDGE**

Grantor: Oakridge Homes II, Ltd.
Grantee: Shawnee Ridge
Recording Numbers of Document Amended: 201105120218
Legal Description (abbreviated): Lots 1 through 67 of the plat of Shawnee Ridge recorded under
Pierce County Auditor's Recording No. 201105125001.
Assessor's Tax Parcel No.: 041901-3-030, 041901-3-031, 041901-2-084, 041901-2-085, 041901-3-011

Pursuant to the amendment provisions contained in the Declaration of Protective Covenants, Conditions and Restrictions for Shawnee Ridge recorded on May 12, 2011, under Pierce County Auditor's Recording No. 201105120218, (the "Declaration"), the undersigned, pursuant to the amendment provisions of the Declaration, hereby amends certain provisions of said Declaration as follows:

1. Article One, **Definitions**, in particular paragraph 8, shall be amended to read as follows: The Declarant shall mean Oakridge Homes II, Ltd., or any other person or entity to whom the Declarant assigns by written instrument its right as Declarant under the terms of this Declaration.

2. Article Seven, **Assessments**, in particular Section Seven, **Initial Assessment**, shall be amended to read as follows: The initial assessment which shall be paid by any owner who acquires a lot from the Declarant, or any assignee of the Declarant, shall pay at the time of closing shall be Six Hundred and Fifty (\$650.00) Dollars, which amount shall be paid to and held by the Association for the Association expenses under the terms of this Declaration.

3. Article Seven, **Assessments**, in particular Section Eight, **Annual Assessment**, shall be amended to read as follows: The annual assessment shall be Six Hundred Dollars (\$600.00) per lot and each lot owner, upon purchasing from a Declarant, shall pay the prorata portion of said assessment. Said annual assessment shall be due on or before the first day of January of each year. The above referenced annual assessment shall be paid to the Homeowners Association who shall then pay for the expenses of the Association as required under the terms of this Declaration. In the event the expenses of the Association are in excess of the assessments collected, then the Declarant shall pay the difference to the Association or pay for said expenses and at such time as there have been sufficient assessments collected by the Association, the Declarant shall be reimbursed. The Declarant shall not be responsible or liable for the payment of any assessment against any lot owned by the Declarant.

4. Article Nine, **Building, Use, and Architectural Restrictions**, in particular Section Twenty-One, **Tree Height**, shall be amended to read as follows: No tree or vegetation shall be allowed to grow to a height of more than 10' above the adjacent ground unless the ACC determines that the increased height would not have a material adverse effect on the view from other lots. The Association shall specifically have the right to trim trees which are in violation of this provision at the owner's expense after reasonable notice.

5. All remaining provisions of the Declaration, as amended, shall remain in full force and effect, except as expressly modified and amended herein.

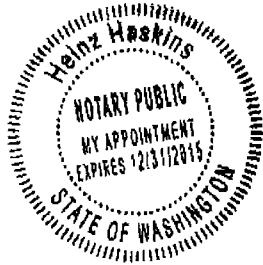
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 27 day of MARCH, 2012.

Oakridge Homes II, Ltd.
By: [Signature]
Scott Serven, President

STATE OF WASHINGTON)
)§
COUNTY OF PIERCE)

On this 27 day of MARCH, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Serven, to me known to be the President of Oakridge Homes II, Ltd., a Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Heinz Haskins
Printed Name: Heinz HASKINS
NOTARY PUBLIC in and for the State of
Washington, residing at PIERCE CO
My commission expires: 12-31-2015