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Sharon Sorick, Secretary
2459 S. Arthur Ct.
Kennewick, WA 99338

CERTIFICATION REGARDING AMENDMENTS
TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ARTHUR COURT AT LINCOLN MEADOWS

The undersigned, Paul Reiland, President of the Board of Directors of the Arthur Court Homeowners' Association, Sharon Sorick, Secretary of the Board of Directors of Arthur Court Homeowners' Association, and Rick Toothaker, Treasurer of the Board of Directors of Arthur Court Homeowners' Association, hereby certify under penalty of perjury under the Laws of the State of Washington that the following amendment to the Master Declaration of Covenants, Conditions and Restrictions for Arthur Court at Lincoln Meadows was approved as required pursuant to Section 6.B of the Master Declaration.

The original Master Declaration of Covenants, Conditions and Restrictions for Arthur Court at Lincoln Meadows was recorded on September 17, 1999, under Benton County Auditor's File No. 1999-029652, records of Benton County, Washington.

The amendments are as follows:

Delete Section 3, paragraph A, and replace the deleted paragraph with the following language:

- A. Creation of an Architectural Control Committee. The primary purpose of such committee shall be to assist property owners in achieving compliance with building restrictions, while allowing the greatest possible latitude and flexibility in the design of any new construction or modification to the existing property, and shall not discourage any new and innovative design concepts or ideas. The Architectural Control Committee shall be herein referred to as the ACC.

Delete Section 3, paragraph B, and replace the deleted paragraph with the following language.

B. Composition of Architectural Control Committee. The ACC shall consist of three (3) members of the Arthur Court Homeowners Association having been appointed by the majority to act on behalf of the Arthur Court Homeowners in the capacity of a committee responsible for reviewing the plans for all proposed new construction, additions, or modifications to existing property.

Delete Section 3, paragraph C, and replace the deleted paragraph with the following language:

C. Construction and Exterior Alteration or Repair. All buildings and structures (including, without limitation, concrete or masonry walls, rockeries, fences, hedges, swimming pools, if any, or other structures) to be constructed, erected placed or altered within the property, and all exterior alterations and repairs (including, but not limited to reroofing or repainting) of any buildings or structures on the property and visible from any public street or other lot must be approved by the ACC. Complete plans and specifications of all such proposed buildings, structures and exterior alterations and repairs, together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is started. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC. Exterior finishes must be painted using colors consistent with the prevailing house colors in Arthur Court. These colors are subtle, harmonious with the neighborhood or earth tones. No loud or excessively bright colors will be approved. All repainting of exterior of homes must be approved by the ACC and be consistent with the color guidelines. Painting must be completed in a 120-day time period from start date.

Delete Section 3, paragraph D, and replace deleted paragraph with the following language:

D. Plan Approval and Time Frame. In the event the ACC fails to approve or disapprove such design and location within (30) days after said plans and specifications have a been submitted to it, such approval will not be required. All plans and specifications for approval by the ACC must be submitted at least thirty (30) days prior to the proposed construction or exterior alteration or repair starting date.

Delete Section 3, paragraph E, and replace the deleted paragraph with the following language:

- E. Liability of ACC Committee and Homeowner for Compliance. In spite of the foregoing provisions, the ACC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the ACC and each of its members on account of any activities of the ACC relating to such owner's property or buildings to be constructed on his or her property.

Delete Section 6, paragraph A, and replace the deleted paragraph with the following language:

A.1 Arthur Court Homeowners Association has been formed and officers elected by a majority vote of the owners.

A. 2 Membership – Every person or entity who is an owner of any lot shall become a member of the homeowners' association. Members shall be entitled to one vote for each lot owned. Decisions will be made by majority vote.

A.3 Dues have been established at \$60.00 per year per lot to cover the private drives which are the property and the responsibility of the association. A reserve fund has been established for the maintenance of the private drives and other projects or maintenance items voted necessary by the lot owners.

Delete Section 6, Paragraph E, Covenants, Conditions & Restrictions Run with the Land, and replace deleted paragraph with the following language.

- E. Covenants, Conditions & Restrictions Run with the Land. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described in Exhibit "A", their

heirs, successors, and assigns, lessees, and all parties claiming by, through and under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration. It further shall be the duty of each owner, who leases his property, to insure that the lessee receive a copy of these CC&Rs and shall take part in enforcing that the lessee abides by them.

Add Section 6, paragraph G

- F. Maintenance Obligation of Owners. Maintenance of Lots – each owner at said owner's sole cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot (including the yard and landscaping), fences, the home, the other improvements located thereon, in good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and the provisions of this Declaration and the rules and regulations of the Association.

Dated this 7th day of January, 2011.

ARTHUR COURT HOMEOWNERS' ASSOCIATION
A non-profit Washington corporation

By: Paul Reiland
Paul Reiland, President

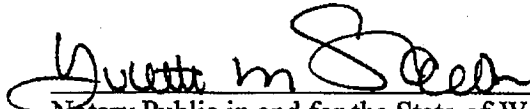
By: Sharon Sorick
Sharon Sorick, Secretary

State of Washington)

County of Benton)
:SS

On this 7 day of Jan, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Paul Reiland, to me known to be the President of the Board of Directors of the Arthur Court Homeowners Association, the non-profit 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 on behalf of the corporation.

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


Notary Public in and for the State of Washington,
Residing at 5207 W Clearwater
My commission expires Oct 3, 2012

