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VOL 331 PAGE 823

PIONEER NAT'L TITLE INS. CO.

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VERNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 331

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF

COLUMBIA SUNSET VILLAGE ASSOCIATION

INDEXED BY

CHECKED BY

PIONEER NATIONAL TITLE INS. CO.

THIS DECLARATION, made on the date hereinafter set forth by COLUMBIA HOMES, INC., hereinafter referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the holder of certain property in the City of Kennewick, County of Benton, State of Washington, which is more particularly described on Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, leased and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each holder thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Columbia Sunset Village Association, its successors and assigns.

SECTION 2. "Holder" shall mean and refer to the possessor of a leasehold interest in any lot which is a part of the properties, whether one or more persons or entities, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean the streets of ingress and egress within the property, the walkways, the green belt area and the mini-part held by the Association for the common use and enjoyment of the Holders. The common area to be held by the Association at the time of the conveyance of the first lot is described on and within Exhibit "A" attached hereto.

Section 5. "Lot" shall mean that area covered by a single family unit as shown on the recorded site plan, it being the intent that one single family unit shall be considered as one Lot.

Section 6. "Declarant" shall mean and refer to COLUMBIA HOMES, INC., its successors and assigns.

*James B. Kernan*  
*PA 2346803*  
*Kennewick*

ARTICLE II.

PROPERTY RIGHTS

SECTION I. Owners' Easements and Enjoyment. Every Holder shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the leasehold to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting right to use and the Common Area by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

No Holder, any member of his family, his tenants, or contract purchaser shall reside on the Common Property or any quest of any owner shall block or cause to block any private driveway on any Lot or Lots.

SECTION 2. Delegation of Use. Any Holder may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the member of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

SECTION I. Every Holder of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Holders with the exception of the Declarant and shall be entitled to one vote for each Lot held. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(Section III. Membership and voting rights- continued)

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot held. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 1, 1978.

#### ARTICLE IV.

##### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot held within the properties, hereby covenants, and each Holder of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Holder of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, including utility payments for irrigation of green belt and maintenance of street lighting.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. It is intended that the assessment shall be derived from one-half of the monthly rental paid by the Holder for his Lot. Until January 1 of the year immediately following the conveyance of the first Lot to a Holder, the maximum annual assessment shall be one-half the monthly rental multiplied by the number of months remaining in that year.

(a) From and after January 1 of the year immediately following the transfer of the first Lot to a Holder, the maximum annual assessment shall be one-half of the monthly rental, the terms of which are set forth in the Indenture of Lease, and multiplied by twelve during any one calendar year.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessment 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 any portion of the Common Area, provided that any such assessment shall have the assent to two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy

(Section IV. Special Assessments- Continued)

at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Monies received for both annual and special assessments shall be deposited in a savings account until needed for disbursal purposes.

SECTION 7. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS, DUE DATES. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the transfer of the Common Area and continuing each month thereafter to coincide with the monthly rental on each Lot.

#### ARTICLE V.

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI.

##### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Holder, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Holder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to

(Section 1. Enforcement- continued)

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Holders, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Holders. Any amendment must be recorded.

SECTION 4. ANNEXATION. Additional residential property and Common Area may be annexed to the property with the consent of two-thirds (2/3) of each class of members.

#### ARTICLE VII.

##### EXTERIOR MAINTENANCE

In the event any Holder of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject.

#### ARTICLE VIII.

##### USE RESTRICTIONS

SECTION 1. ENJOYMENT OF PROPERTY. The Holders use their respective properties to their enjoyment in such manner so as not to offend or detract from other Holders' enjoyment of their own respective properties.

SECTION 2. IN DEROGATION OF LAW. No Holder shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington. No activities or transactions shall be permitted which are in violation of City of Kennewick Codes and Ordinances; unless such activities or transactions are expressly provided for in the approval final development plan for Columbia Sunset Village development.

SECTION 3. RESTRICTION OF PARKING. No Holder shall park trailers, motor homes, boats, or trucks or other equipment vehicles or machinery in the streets and green belts of the development. The same shall be kept in designated areas. If the Holder deems it necessary to park one of his personal vehicles on the street on a temporary basis or to entertain visitors which would require the same, he shall do so in a reasonable manner.

SECTION 4. MOTOR VEHICLE REGULATIONS. Holder shall observe and obey the laws provided in the Washington State Motor Vehicle Code, RCW 46, to the extent that they apply and speed limits upon the streets within the Common Area shall be posted by sign.

SECTION 5. ADDITIONS AND IMPROVEMENTS. Holder has agreed to accept said Lot, improvements and appurtenances thereon and shall not make any improvements or additions thereon without prior approval of the Association.

SECTION 6. VEHICLE REPAIRS. Holder shall not cause any major vehicle repair to be performed upon the premises or within the Common Areas with the exception of emergency repairs.

SECTION 7. COMMERCIAL ACTIVITY. There shall be no commercial activity by the members of the Association within the properties of this Association.

SECTION 8. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer or a shack or other out-buildings shall be used on any Lot at any time as a residence.

SECTION 9. NUISANCES. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

SECTION 10. PETS. Holders shall observe and obey the laws applicable to the residents of the City of Kennewick pertaining to care, control and husbandry of animals and pets.

SECTION 11. LIVESTOCK AND POULTRY. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 10 hereof.

SECTION 12. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

SECTION 13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Lot.

SECTION 14. WATER SUPPLY. No individual water supply system shall be permitted on any Lot.

ARTICLE IX.

EASEMENTS

SECTION 1. COMMON AREA. The entire Common Area shall be subject to an easement of access and enjoyment for all the member Holders of the Association.

SECTION 2. INGRESS AND EGRESS. All Holders shall have the right to ingress and egress to their respective properties over the Common Areas and streets of the planned area development.

SECTION 3. UTILITIES. All property, both private and the Common Areas, shall be subject to an easement for public utilities of all types.

SECTION 4. TURN-AROUND AREA. An easement is hereby reserved at the interior of each Association owned road, which has a dead end, sufficient to construct a turn-around area for use by vehicular traffic.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10<sup>th</sup> day of AUGUST, 1977.

COLUMBIA HOMES, INC.

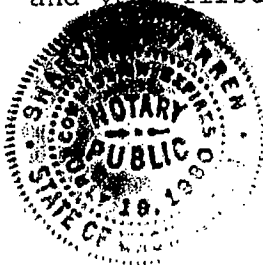
BY [Signature]

Vice-president

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On this 23<sup>RD</sup> day of August, 1977, before me personally appeared, James B. Remsen, to me known to be the Vice-President of COLUMBIA HOMES, INC., the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument.

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



[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Kennewick.

EXHIBIT "A"

All of COLUMBIA SUNSET VILLAGE, according to site plan recorded  
Jan. 28, 1977, in Volume 320, Page 783, under Auditor's File No.  
720014, being a portion of the following described parcel:

The East half of the Southeast quarter lying North of  
the Union Pacific Railroad right of way; EXCEPT the  
North 330 feet thereof, Section 25, Township 9 North,  
Range 28 East, W. M., Benton County, Washington.

TICOR TITLE INSURANCE CO.

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AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
COLUMBIA SUNSET VILLAGE ASSOCIATION

VOL 452 PAGE 480  
FILED BY 84 958  
AUG 14 8:32 AM '84  
VERNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 452

WITNESSETH:

WHEREAS, declarant, Columbia Sunset Village, Inc., is now desirous of selling leasehold interests in Columbia Sunset Village, Inc.; and

WHEREAS, certain amendments to the covenants, conditions and restrictions are necessary in order to facilitate financing of the property;

NOW, THEREFORE, declarant hereby amends the Declaration of Covenants, Conditions and Restrictions of Columbia Sunset Village, Inc., as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

NEW SECTION 8. SUBORDINATION OF THE ASSESSMENT LIEN TO THE HOLDER OF A MORTGAGE. The assessments provided for herein shall be subordinated to the claims, rights and privileges granted to the holder of a mortgage by a duly executed, properly recorded mortgage.

ARTICLE V

GENERAL PROVISIONS

REMOVE OLD SECTION 3. Amendment.

NEW SECTION 3. Amendment. The unit owners have the right to amend the Declaration of Covenants, Conditions and Restrictions. Notice of a meeting to be held with the intent to amend these covenants shall be given to all leasehold owners not less than thirty (30) nor more than sixty (60) days prior to the meeting.

Said notice shall be given to the holders of a first mortgage on a unit estate who have requested the owners association to notify them of any proposed action that required the consent of the unit owners.

Mortgage holder shall have the right to join in the decision making process about amendments to the Declaration of Covenants, Conditions and Restrictions.

Amendments of a material nature must be agreed to by the unit owners representing at least ninety per cent (90%) of the unit owners for the first twenty (20) years, and seventy-five per cent (75%) of the unit owners thereafter. A change to any of the following would be considered material:

HOLLY A. HOLLENBECK  
ATTORNEY AT LAW  
2632 WEST BRUNEAU PLACE  
KENNEWICK, WA 98336  
TELEPHONE (509) 736-6188

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Voting rights;  
Assessments, assessment liens, or subordination of  
assessment liens;  
Reserves for maintenance, repair and replacement of  
common areas;  
Responsibility for maintenance and repairs;  
Reallocation of interests, in the general or limited  
common areas, or rights to their use;  
Boundaries of any unit;  
Convertibility of units into common areas or vice  
versa;  
Expansion or contraction of the project, or the  
addition, annexation or withdrawal of  
property to or from the project;  
Insurance or fidelity bonds;  
Leasing of units;  
Imposition of any restrictions on a unit owner's  
right to sell or transfer his or her unit;  
A decision by the owners' association to establish  
self management when professional management  
has been required previously by an eligible  
mortgage holder;  
Restoration or repair of the project (after a hazard  
damage or partial condemnation) in a manner  
other than that specified in the documents;  
Any action to terminate the legal status of the  
project after substantial destruction or  
condemnation occurs; or  
Any provisions that expressly benefit mortgage holders,  
insurers or guarantors.

If an addition or amendment is not considered as a material  
change, the constituent documents may provide for implied approval  
to be assumed when eligible mortgage holder fails to submit a  
response to any written proposal for amendment within thirty (30)  
days after the proposal is made.

IN WITNESS WHEREOF, the undersigned being the declarant  
herein, has hereunder set its hand and seal this 5th day of  
July, 1984.

COLUMBIA SUNSET VILLAGE, INC.  
By: Terry D. Loney  
Terry D. Loney, President

STATE OF WASHINGTON )  
County of Benton ) ss

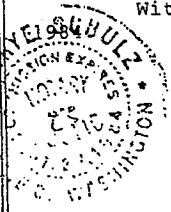
On this day personally appeared before me Terry D. Loney to  
me known to be the President of Columbia Sunset Village, Inc., the

HOLLY A. HOLLENBECK  
ATTORNEY AT LAW  
2632 WEST BRUNEAU PLACE  
KENNEWICK, WA 99136  
TELEPHONE (509) 735-1188

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corporation that executed the foregoing instrument and acknowledged the 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 was authorized to executed the said instrument.

Witness my hand and official seal this 2 day of July,



*K. E. Schulz*  
Notary Public in and for the state  
of Washington, residing at:  
*2000 1st Ave. S.W.*

AFTER RECORDING, RETURN TO:

HOLLY A. HOLLENBECK  
ATTORNEY AT LAW  
2632 WEST BRUNEAU PLACE  
KENNEWICK, WA 99336  
TELEPHONE (206) 714-1100



Return Name and Address:

COLUMBIA SUNSET VILLAGE  
HOMEOWNERS ASSOCIATION  
9109 W. Arrowhead  
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

- 1. Declaration of Covenants, Conditions and Restrictions
2.
3.
4.

Grantor(s)(Last name first, first name, middle initials):

- 1. Columbia Sunset Village Homeowners Association
2.
3.
4.

Additional names on page \_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

- 1. Public
2.
3.
4.

Additional names on page \_\_\_ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

Section 25, Township 9 north, Range 28 east, W. M.

Additional legal is on page 2 of document.

Reference Number(s) of documents assigned or released: 95-24100

Additional numbers on page \_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

1-2598-403-0001-001
Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page 9 of document.

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

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
COLUMBIA SUNSET VILLAGE HOMEOWNERS ASSOCIATION  
(REVISED 1/27/98)

THIS DECLARATION, made on the date hereinafter set forth by COLUMBIA SUNSET VILLAGE HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant consists of members that are owners of certain real property in the City of Kennewick, County of Benton, State of Washington, which is within property more particularly described as follows:

All of COLUMBIA SUNSET VILLAGE, according to the plat recorded October 25, 1995 in Volume 15 of plats, Page 35, under Auditor's File Number 95-24100, being a portion of the following described parcel:

The East half of Southeast quarter lying North of the Union Pacific Railroad right of way; EXCEPT the North 330 feet thereof, Section 25, Township 9 North, Range 28 East, W.M., Benton County Washington. (See also Exhibit A)

NOW THEREFORE, Declarant hereby declares that all lots within the properties described above are subject to the follow easements, restrictions, covenants, and conditions. The restrictions, covenants and conditions shall run with and are appurtenant to the real property owned by members of the Association. The purpose of these covenant, conditions and restrictions is to protect the value and desirability of the real property. The covenants, conditions and restrictions shall be binding on all parties having any right, title or interest in the herein described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each holder thereof.

ARTICLE 1.  
DEFINITIONS

SECTION 1. "Association" shall mean and refer to the COLUMBIA SUNSET VILLAGE HOMEOWNERS ASSOCIATION; it's successors and assigns.

SECTION 2. "Owner" shall mean and refer to the owner of any real property which is part of the properties, whether one or more persons or entities, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean the streets of ingress and egress within the property, the walkways, the mailbox area and the minipark held by the Association for the common use and enjoyment of the Owners. The common area held by the Association on the date of filing this document is described as follows:

Private streets

Tract C, which consist of a mailbox area and fenced "playground" area with asphalt perimeter

SECTION 5. "Lot" shall mean that area covered by a single family unit as shown on the recorded site plan, it being the intent that one single family unit shall be considered as one lot.

SECTION 6. "Declarant" shall mean and refer to COLUMBIA SUNSET VILLAGE HOMEOWNERS ASSOCIATION; it's successors and assigns.

ARTICLE II.  
PROPERTY RIGHTS

SECTION 1. Owner Easements and Enjoyment. Every lot owner, leaseholder and resident shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the deed to every Lot, subject to the following provisions:

- a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Association members agreeing to such dedication or transfer has been recorded.

No owner, any member of his family, tenants, or contract purchaser shall reside on any of the common areas owned by the Association. No guest of any owner or lessee shall block or cause to be blocked any private driveway or any owner, member or lessee.

SECTION 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the member of family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.  
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to Assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment. Membership shall be in accordance with the Washington State law, which states in part:

"The membership of an association at all times shall consist exclusively of the owners of all real property over which the association has jurisdiction..." RCW 64.38.015

SECTION 2. Members shall be entitled to one vote for each Lot held. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV.  
COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot held within the properties, hereby covenants, and each Owner of any Lots by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, including utility payments, maintenance of streets and street lighting.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. The maximum annual assessment shall be as outlined below during the specific periods stated:

October 1, 1997 through April 7, 2006	\$ 90.00
April 8, 2006 through April 7, 2016	\$102.00
April 8, 2016 through April 7, 2026	\$110.00
April 8, 2026 and forward	To be determined

SECTION 4. SPECIAL ASSESSMENT. In addition to the annual assessments authorized above the Association may levy, in any assessment year, as 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 any portion of the Common Area, provided that any such Assessment shall have the consent of two-thirds (2/3) of the vote of Homeowners Association members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall

constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots, billed on a quarterly basis in advance and shall be payable within ten (10) days of receipt. Monies received for both annual and special assessment shall be deposited in a savings account until needed for disbursal purposes.

ARTICLE V.  
ARCHITECTURAL CONTROL

Henceforth, no building, fence, wall or other structure shall be commenced or erected upon the properties, nor shall any exterior addition to or change or alternation be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing.

Submitted plans shall be reviewed by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI.  
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenants or restriction herein contained shall in no event be deemed in a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

ARTICLE VIII.  
EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject.

ARTICLES VIII.  
USE RESTRICTION

SECTION 1. ENJOYMENT OF PROPERTY. The Owners are responsible for the use of their respective properties to their enjoyment in such manner so as not to offend or detract from other Owner's enjoyment of their own respective properties.

SECTION 2. IN DEROGATION OF LAW. No Owner or his assigns shall carry on any activity or any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington. No activities or transactions shall be permitted which are in violation of City of Kennewick Codes and Ordinances; unless such activities or transactions are expressly provided for in the approval final plat for Columbia Sunset Village development filed 10/25/95.

SECTION 3. RESTRICTION OF PARKING. No Owner or his assigns shall park trailers, motor homes, boats, or trucks or other equipment, vehicles or machinery in the streets or common areas of the development. If the Owner or his assigns deems it necessary to park one of his personal vehicles on the street on a temporary basis or to entertain visitors which would require the same, he shall so in a reasonable manner.

SECTION 4. MOTOR VEHICLE REGULATIONS. Owners or his assigns shall observe and obey the laws provided in the Washington State Motor Vehicle Code, RCW 46, to the extent that they apply. Speed limits upon the streets within the Common Area shall be posted by sign.

SECTION 5. ADDITIONS AND IMPROVEMENTS. Owner has agreed to accept said Lot, improvements and appurtenances thereon and shall not make nor allow to be made any improvements or additions thereon without prior approval of the Association.

SECTION 6. VEHICLE REPAIRS. Owners and lessees shall not cause nor allow to be caused any major vehicle repair to be performed upon the premises or within the Common areas with the exception of emergency repairs.

SECTION 7. COMMERCIAL ACTIVITY. There shall be no commercial activity by the members of the Association and lessees within the properties of this Association except as compatible with the City's zoning for this development and as permitted by the City of Kennewick.

SECTION 8. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer or a shack or other out-buildings shall be used on any Lot at any time as a residence.

SECTION 9. NUISANCES. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

SECTION 10. PETS. Owners shall observe and obey the laws applicable to the residents of the City of Kennewick pertaining to care, control and husbandry of animals and pets.

SECTION 11. LIVESTOCK AND POULTRY. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 10 hereof and in accordance with the City of Kennewick ordinances.

SECTION 12. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. Containers shall be stored in a minimum of fifteen (15) feet from the street.

SECTION 13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Lot.

SECTION 14. WATER SUPPLY. No individual water supply system shall be permitted on any Lot.

ARTICLE IX.  
EASEMENTS

SECTION 1. COMMON AREA. The entire Common Area shall be subject to an easement of access and enjoyment for all Owners or his assigns.

SECTION 2. ENTRANCE AND EXIT. All Owners and his assigns shall have the right to ingress and egress to their respective properties over the Common Area and streets of the development.

SECTION 3. UTILITIES. All property, both private and the Common Area, shall be subject to an easement for the public utilities of all types.

SECTION 4. TURN-AROUND AREA. An easement is hereby reserved at the interior of each Association owned road, which has a dead end, sufficient to construct a turn-around area for use by vehicular traffic.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27<sup>th</sup> day of January 1998.

COLUMBIA SUNSET VILLAGE  
HOMEOWNERS ASSOCIATION

BY Sharon A. McLaughlin  
President



EXHIBIT A

1-2598-403-0002-001	1-2598-403-0002-002	1-2598-403-0002-003
1-2598-403-0002-004	1-2598-403-0002-005	1-2598-403-0002-006
1-2598-403-0002-007	1-2598-403-0002-008	1-2598-403-0002-009
1-2598-403-0002-010	1-2598-403-0002-011	1-2598-403-0002-012
1-2598-403-0002-013	1-2598-403-0002-014	1-2598-403-0002-015
1-2598-403-0002-016		

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1-2598-403-0003-028	1-2598-403-0003-029	1-2598-403-0003-030
1-2598-403-0003-031		

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1-2598-403-0005-022	1-2598-403-0005-023	1-2598-403-0005-024
1-2598-403-0005-025	1-2598-403-0005-026	1-2598-403-0005-027