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2                           DECLARATION

3           OF COVENANTS, CONDITIONS AND RESTRICTIONS

4                           DRIFTWOOD CONDOMINIUM

5           THIS DECLARATION, made on the date hereinafter set forth  
6           by COLUMBIA BASIN PROPERTIES, INC., a Washington corporation,  
7           hereinafter referred to as "Declarant".

8                           W I T N E S S E T H:

9           WHEREAS, Declarant is the owner of certain property in  
10           Pasco, County of Franklin, State of Washington, more particularly  
11           described as follows:

12           Lot 12, except the West 10.0 feet thereof and  
13           all of Lots 13 through 17, Block 1, Star Addition  
14           to Pasco, as recorded in Volume "C", of Plats,  
15           page 10, records of the County Auditor, Franklin  
16           County, Washington, together with the North vacated  
17           8.0 feet of Cartmell Street.

18           SUBJECT TO: Covenants, easements, restrictions and  
19           reservations of record.

20           NOW, THEREFORE, Declarant hereby declares that all of the  
21           properties described above shall be held, sold and conveyed sub-  
22           ject to the following easements, restrictions, covenants, and  
23           conditions, which are for the purpose of protecting the value and  
24           desirability of, and which shall run with, the real property and  
25           be binding on all parties having any right, title or interest in  
26           the described properties or any part thereof, their heirs,  
27           successors and assigns, and shall inure to the benefit of each  
28           owner thereof.

29                           ARTICLE I

30                           DEFINITIONS

31           Section 1. "Association" shall mean and refer to Driftwood  
32           Condominium, its successors and assigns.

33           Section 2. "Owner" shall mean and refer to the record owner,  
34           whether one or more persons or entities, of a fee simple title to  
35           any Lot which is a part of the properties, including contract  
36           sellers, but excluding those having such interest merely as

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1 security for the performance of an obligation.

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

5 Section 4. "Common Area" shall mean all real property owned by the  
6 Association for the common use and enjoyment of the owners. The  
7 Common Area to be owned by the Association at the time of the  
8 conveyance of the first lot is described as follows:

9 All areas within the area described in the introductory para-  
10 graph except the residential lots within that area.

11 Section 5. "Limited Common Area" shall mean all stairways pro-  
12 vided to the second story apartments for ingress and egress to  
13 said apartments. The use of said "limited common areas" shall be  
14 restricted to the first and second story apartments for which  
15 said stairways were constructed.

16 Section 6. "Lot" shall mean and refer to any plot of land shown  
17 upon any recorded subdivision map of the Properties with the ex-  
18 ception of the Common Area.

19 Section 7. "Declarant" shall mean and refer to Columbia Basin  
20 Properties, Inc., a Washington corporation, its successors and  
21 assigns if such successors or assigns should acquire more than  
22 one undeveloped Lot from the Declarant for the purpose of develop-  
23 ment.

24 ARTICLE II

25 PROPERTY RIGHTS

26 Section 1. Owners' Easements of Enjoyment. Every owner shall  
27 have a right and easement of enjoyment in and to the Common Area  
28 which shall be appurtenant to and shall pass with the title to  
29 every Lot, subject to the following provisions:

30 (a) the right of the Association to charge reasonable ad-  
31 mission and other fees for the use of any recreational and parking  
32 facilities situated upon the Common Area and to establish rules

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1 and regulations for their use;

2 (b) the right of the Association to suspend the voting rights  
3 and right to use the recreational facilities by an owner for  
4 any period during which any assessment against his Lot remains  
5 unpaid; and for a period not to exceed sixty (60) days for any  
6 infraction of its published rules and regulations;

7 (c) the right of the Association to dedicate or transfer all  
8 or any part of the Common Area to any public agency, authority,  
9 or utility for such purposes and subject to such conditions as  
10 may be agreed to by the members. No such dedication or transfer  
11 shall be effective unless an instrument signed by two-thirds  
12 (2/3) of each class of members agreeing to such dedication or  
13 transfer has been recorded.

14 Section 2. Delegation of Use. Any owner may delegate, in accord-  
15 ance with the By-Laws, his right of enjoyment to the Common Area  
16 and facilities to the members of his family, his tenants, or con-  
17 tract purchasers who reside on the property.

18 ARTICLE III

19 MEMBERSHIP AND VOTING RIGHTS

20 Section 1. Every owner of a Lot which is subject to assessment  
21 shall be a member of the Association. Membership shall be appur-  
22 tenant to and may not be separated from ownership of any Lot which  
23 is subject to assessment.

24 Section 2. Voting shall be on a percentage basis and the per-  
25 centage of the vote to which the owner is entitled is the per-  
26 centage assigned to the apartment unit in the recorded declaration.

27 Section 3. In each such percentage vote allocable to an  
28 apartment unit shall be cast as a single unit vote and shall  
29 not be fractionally divided. In the event of co-ownership  
30 (as by husband and wife) of any apartment, those parties to-  
31 gether shall comprise the unit vote. For these purposes  
32 "Ownership" means recorded ownership of the fee interest, ex-

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1 cept in a case of a recorded real estate contract when it means  
2 the contract vendee; and the term does not include the interests  
3 of tenants or lessee-occupants.

4 ARTICLE IV

5 EXTERIOR MAINTENANCE

6 Section 1. Maintenance of Common Areas. In addition to main-  
7 tenance upon the Common Area, Association shall provide exterior  
8 maintenance upon each Lot which is subject to assessment, here-  
9 under, as follows: Paint, repair, replace and care for roofs,  
10 gutters, downspouts, exterior building surfaces, trees, shrubs,  
11 grass, walks, pool, and other exterior improvements. Each  
12 exterior maintenance shall not include glass surfaces.

13 In the event that the need for maintenance or repair is  
14 caused through the willful or negligent act of the Owner, his  
15 family, or guests, or invitees, the cost of such maintenance or  
16 repairs shall be added to and become a part of the assessment to  
17 which such lot is subject.

18 ARTICLE V

19 COVENANT FOR MAINTENANCE ASSESSMENTS

20 Section 1. Creation of the Lien and Personal Obligation of  
21 Assessments. The Declarant, for each Lot owned within the  
22 Properties, hereby covenants, and each Owner of any Lot by accept-  
23 ance of a deed therefor, whether or not it shall be so expressed  
24 in such deed, is deemed to covenant and agree to pay to the  
25 Association: (1) annual assessments or charges, and (2) special  
26 assessments for capital improvements, such assessments to be  
27 established and collected as hereinafter provided. The annual  
28 and special assessments, together with interest, costs, and  
29 reasonable attorney's fees, shall be a charge on the land and shall  
30 be a continuing lien upon the property against which each such  
31 assessment is made. Each such assessment, together with interest  
32 costs, and reasonable attorney's fees, shall also be the personal

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1 obligation of the person who was the Owner of such property at  
2 the time when the assessment fell due. The personal obligation  
3 for delinquent assessments shall not pass to his successors in  
4 title unless expressly assumed by them.

5 Section 2. Purpose of Assessments. Until January 1 of the year  
6 immediately following the conveyance of the first Lot to an Owner,  
7 the maximum annual assessment shall be \_\_\_\_\_  
8 ( ) per unit.

9 (a) From and after January 1 of the year immediately follow-  
10 ing the conveyance of the first Lot to an Owner, the maximum  
11 annual assessment may be increased each year not more than 5%  
12 above the maximum assessment for the previous year without a  
13 vote of the membership.

14 (b) From and after January 1 of the year immediately follow-  
15 ing the conveyance of the first Lot to an Owner, the maximum  
16 annual assessment may be increased above 5% by a vote of two-  
17 thirds (2/3) of each class of members who are voting in person or  
18 by proxy, at a meeting duly called for this purpose.

19 (c) The Board of Directors may fix the annual assessment at  
20 an amount not in excess of the maximum.

21 Section 4. Special Assessments for Capital Improvements. In  
22 addition to the annual assessments authorized above, the Associa-  
23 tion may levy, in any assessment year, a special assessment  
24 applicable to that year only for the purpose of defraying, in  
25 whole or in part, the cost of any construction, reconstruction,  
26 repair or replacement of a capital improvement upon the Common  
27 Area, including fixtures and personal property related thereto,  
28 provided that any such assessment shall have the assent of two-  
29 thirds (2/3) of the votes of each class of members who are voting  
30 in person or by proxy at a meeting duly called for this purpose.

31 Section 5. Notice and Quorum for Any Action Authorized Under  
32 Sections 3 and 4. Written notice of any meeting called for the

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1 purpose of taking any action authorized under Section 3 and 4 shall  
2 be sent to all members not less than thirty (30) days nor more  
3 than sixty (60) days in advance of the meeting. At the first such  
4 meeting called, the presence of members or of proxies entitled  
5 to cast sixty percent (60%) of all the votes of each class of  
6 membership shall constitute a quorum. If the required quorum is  
7 not present, another meeting may be called subject to the same  
8 notice requirement, and the required quorum at the subsequent  
9 meeting shall be one-half (1/2) of the required quorum at the pre-  
10 ceding meeting. No such subsequent meeting shall be held more than  
11 sixty (60) days following the preceding meeting.

12 Section 6. Uniform Rate of Assessment. Both annual and special  
13 assessments must be fixed at the uniform rate for all Lots that  
14 have construction and/or landscaping on or adjacent to them and  
15 may be collected on a monthly basis.

16 Section 7. Date of Commencement of Annual Assessments: Due Dates.

17 The annual assessments provided for herein shall commence as to all  
18 Lots on the first day of the month following the conveyance of  
19 the Common Area. The first annual assessment shall be adjusted  
20 according to the number of months remaining in the calendar year.  
21 The Board of Directors shall fix the amount of the annual assess-  
22 ments against each Lot at least thirty (30) days in advance of each  
23 annual assessment period. Written notice of the annual assessment  
24 shall be sent to every Owner subject thereto. The due dates  
25 shall be established by the Board of Directors. The Association  
26 shall, upon demand, and for a reasonable charge, furnish a certi-  
27 ficate signed by an officer of the Association setting forth  
28 whether the assessments on the specified Lot have been paid.

29 Section 8. Effect of Nonpayment of Assessments: Remedies of the

30 Association. Any assessment not paid within sixty (60) days after  
31 the due date shall bear interest from the due date at the rate of  
32 twelve percent (12%) per annum. The Association may bring an

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1 action at law against the Owner personally obligated to pay the  
2 same, or foreclose the lien against the property. No owner may  
3 waive or otherwise escape liability for the assessments provided  
4 for herein by non-use of the Common Area or abandonment of his Lot.

5 Section 9. Subordination of the Lien to Mortgages. The lien of  
6 the assessments provided for herein shall be subordinate to the  
7 lien of any first mortgage. Sale or transfer of any Lot shall  
8 not affect the assessment lien. However, the sale or transfer  
9 of any Lot pursuant to mortgage foreclosure or any proceeding in  
10 lieu thereof, shall extinguish the lien of such assessments as  
11 to payments which became due prior to such sale or transfer. No  
12 sale or transfer shall relieve such Lot from liability for any  
13 assessments thereafter becoming due or from the lien thereof.

14 ARTICLE VI

15 COMMON WALLS

16 Section 1. General Rules of Law to Apply. Each wall which is  
17 built as a part of the original construction of the homes upon  
18 the Properties and placed on the dividing line between the Lots  
19 shall constitute a common wall and, to the extent not inconsistent  
20 with the provisions of this Article, the general rules of law  
21 regarding common walls and liability for property damage due to  
22 negligence of willful acts or omissions shall apply thereto.

23 Section 2. Sharing of Repair and Maintenance. The cost of reason-  
24 able repair and maintenance of a common wall shall be shared by  
25 the Owners who make use of the wall in proportion to such use.

26 Section 3. Destruction by Fire or Other Casualty. If a common  
27 wall is destroyed or damaged by fire or other casualty, any Owner  
28 who has used the wall may restore it, and if the other Owners  
29 thereafter make use of the wall, they shall contribute to the  
30 cost of restoration thereof in proportion to such use without  
31 prejudice, however, to the right of any such Owners to call for  
32 a larger contribution from the others under any rule of law

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1 regarding liability for negligent or willful acts or omissions.

2 Section 4. Weatherproofing. Notwithstanding any other provision  
3 of this Article, an Owner who by his negligent or willful act  
4 causes a common wall to be exposed to the elements shall bear  
5 the whole cost of furnishing the necessary protection against such  
6 elements.

7 Section 5. Right to Contribution Runs With Land. The right of any  
8 Owner to contribution from any other Owner under this Article shall  
9 be appurtenant to the land and shall pass to such Owner's suc-  
10 cessors in title.

11 Section 6. Arbitration. In the event of any dispute arising con-  
12 cerning a common wall, or under the provisions of this Article,  
13 each party shall choose one arbitrator, and such arbitrators  
14 shall choose one additional arbitrator, and the decision shall  
15 be by a majority of all the arbitrators.

16 ARTICLE VII

17 ARCHITECTURAL CONTROL

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

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ARTICLE VIII

2 USE RESTRICTIONS

3 (a) All property in Driftwood Condominium shall be used solely  
4 and exclusively for residences.

5 (b) No animals, livestock or poultry of any kind other than  
6 house pets shall be kept or maintained on any part of said  
7 Properties, provided that they are not kept, bred or maintained  
8 for any commercial use or purpose, and provided they do not create  
9 a nuisance to the neighborhood.

10 (c) No building or structure shall be moved onto any land  
11 embraced in said condominium from any land outside of said con-  
12 dominium. No trailers shall be maintained on any building site as  
13 a residence. No external building may be erected, placed or  
14 altered on any Lot or Common Area without the written approval  
15 of the Board of Directors.

16 (d) Except with the approval of the Board of Directors, land-  
17 owners at no time shall keep or permit to be kept on their premises  
18 any house trailer, truck, camper, mobile home or boat trailer  
19 except within a garage or carport or in the screened parking area  
20 designed for this use.

21 (e) No noxious or undesirable thing, or noxious or undesirable  
22 use of the property in said addition, whatsoever, shall be per-  
23 mitted or maintained upon said building sites in said addition.  
24 If the Board of Directors shall determine what trade, business  
25 or use is undesirable or noxious, such determination shall be  
26 conclusive.

27 (f) No signs of any kind nor for any uses, except public notice  
28 by a political division of the State, or as required by law, shall  
29 be erected, posted, painted or displayed on any building site or  
30 portion of this Condominium whatsoever except one professional  
31 sign of not more than one square foot. Provided, however, that the  
32 builder may erect and display signs during the period he is build

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1 ing and selling property in said Condominium, and that any owner  
2 wishing to sell or rent his or her home may place one sign, not  
3 larger than four (4) square feet advertising the property for  
4 rent or sale.

5 (g) No more than four (4) people may live in a two bedroom Con-  
6 dominium unit for more than four (4) months of any year; nor more  
7 than five (5) people may live in a two bedroom plus den and/or  
8 basement unit nor more than six (6) people in a three bedroom unit  
9 for more than four (4) months of a year.

10 ARTICLE IX

11 GENERAL PROVISIONS

12 Section 1. Enforcement. The Association, or any Owner, shall  
13 have the right to enforce, by any proceeding at law or in equity,  
14 all restrictions, conditions, covenants, reservations, liens and  
15 charges now or hereafter imposed by the provisions of this  
16 Declaration. Failure by the Association or by any Owner to enforce  
17 any covenant or restriction herein contained shall in no event  
18 be deemed a waiver of the right to do so thereafter.

19 Section 2. Severability. Invalidation of any one of these covenant  
20 or restrictions by judgment or court order shall in no wise affect  
21 any other provisions which shall remain in full force and effect.

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

31 IN WITNESS WHEREOF, the undersigned, being the Declarant

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herein, has hereunto set its hand and seal this 3 day of May, 1972.

COLUMBIA BASIN PROPERTIES, INC.

By: Jack O. Hamann  
President

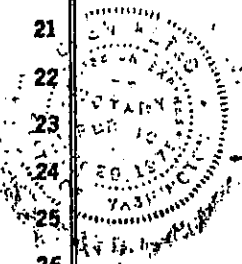
By: Jean Hamann  
Secretary

STATE OF WASHINGTON )  
COUNTY OF FRANKLIN } ss

On this day personally appeared before me, Jack O. Hamann and Jean Hamann, to me known to be the President and Secretary, respectively of COLUMBIA BASIN PROPERTIES, INC., the corporation that executed the foregoing instrument, acknowledged 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 they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of May, 1972.

Steven Hayes  
Notary Public in and for the State of Washington, residing at Pasco  
Hayes



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John & Schultz

MAY 10 3 46 AM '72

DOROTHY TOWNE AUDITOR  
FRANKLIN COUNTY, WASH.  
M. Edwards DEPUTY  
MAIL TO:

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117 S. 4<sup>th</sup> Box 673  
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